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CONSUMER TIPS



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FREE TIP SHEETS

What can you do if your bill for a car repair is much higher than the estimated cost? How can you be sure to obtain a good quality job when you hire a contractor to do work in your home? Who can you turn to if you are having credit problems? You will find the answers to these and many other questions in tip sheets prepared by Alberta Consumer and Corporate Affairs.

This booklet is a catalogue of available tip sheets. Browse through the catalogue. If you would like to have your own free copies of any of the tip sheets, contact the nearest Regional Office of Alberta Consumer and Corporate Affairs. The addresses and phone numbers are provided on the inside back cover. Alternatively, write to the following address:

Alberta Consumer and Corporate Affairs

Box 1616

Edmonton, Alberta

T5J 2N9

ORDER THESE BOOKLETS TOO

Several booklets are available free of charge, but copies have not been included in this catalogue. They are listed below:

- BEFORE YOU GO UNDER: A SELF-HELP FINANCIAL MANAGEMENT GUIDE
- COSMIC COINSHIP I: LEARNING TO MAKE ALLOWANCES (a colorful workbook on money management for children)
 - CREDIT: PUTTING IT ALL TOGETHER
- MOM BUY ME THAT! (helps parents teach their children how to critically analyze advertising messages)
 - REGIONAL SERVICES
 - UNFAIR TRADE PRACTICES
- AVOIDING BUSINESS SCAMS AND FRAUDS (helps businessmen avoid questionable promotions aimed at the small business community)

OTHER CONSUMER EDUCATION AND INFORMATION SERVICES

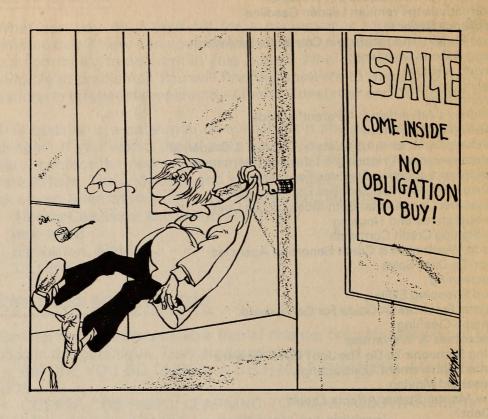
For information about other services, consult the two tip sheets "Consumer Education Services For Adults" and "Consumer Education Services For Teachers". Copies of both of these tips sheets appear in this catalogue.

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The tip sheets in this catalogue are arranged in alphabetical order by title. A list of titles follows:

- Advertising Guidelines
- Advertising: Techniques of Persuasion
- Alternatives to Premium Leaded Gasoline
- Appliance Repairs
- Auto Repairs and Estimates: Consumer Be Aware
- Being A Good Consumer
- Buying A House
- Buying A Used Car
- Buying Toys
- · Children's Advertising: A Parent's Guide
- Children's Allowances
- Cleaning Services Upholstery, Carpets & Draperies
- Condominiums: A Housing & Lifestyle Alternative
- Consumer Education Services For Adults
- Consumer Education Services For Teachers
- Consumer Complaints: Both Sides Of The Coin
- Co-operatives and Housing
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- Responsible Credit Use
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- Shopping For Major Appliances
- Truth In Selling: Unfair Trade Practices Act
- Unsolicited Mail
- Vacation Planning



CCA-05.151

ADVERTISING GUIDELINES

PROVINCIAL LEGISLATION

The Unfair Trade Practices Act, administered by Alberta Consumer and Corporate Affairs, specifies the types of business practices which are considered to be unfair and provides guidelines for what is considered to be misleading advertising. For example, unfair advertising would include elements which do the following:

- * Mislead the public concerning the price, previous history, availability or description of an item.
- * Mislead the public in the description of guarantees of performance, of efficiency or the length of life of the product.

One very important aspect of the <u>Unfair Trade Practices Act</u> is that it allows for compensation to individual consumers who have suffered loss due to misleading business practices, including misleading advertising. For more information about the compensation and for a complete description of the <u>Unfair Trade Practices Act</u>, contact Alberta Consumer and Corporate Affairs, Box 1616, Edmonton, Alberta, T5J 2N9. Ask for a copy of the free booklet, "Unfair Trade Practices."

Credit advertising is specifically regulated in Alberta by the Credit and Loan Agreements Act. If an advertisement refers to any of the terms of a loan, then, by law, full disclosure of all other pertinent information must be given. For example, a credit granting institution may not advertise "monthly payments of \$89.95" without mentioning the annual interest rate, the total cost of the loan, and the repayment period.

FEDERAL LEGISLATION

At the federal level there are several statutes which make it a criminal offence for a merchant to engage in misleading advertising. The most important one is the <u>Combines Investigation Act</u>. This act makes it an offence for a business to advertise in a deceptive manner. Since the <u>Combines Investigation Act</u> is criminal law, each element in the charge laid under it must be proven beyond a reasonable doubt. Consequently, a very careful investigation must be undertaken. If a company is convicted under the act, fines and imprisonment may result. A disadvantaged consumer, however, cannot expect to be compensated as a result of the conviction.

Other federal statutes, which make misleading advertising a criminal offence, include the Consumer Packaging and Labelling Act, which makes it an offence to include false statements on product labels, and the Food and Drug Act, which similarly makes it an offence to publish misleading advertisements about food or drugs. For further information about these acts contact Consumer and Corporate Affairs, Canada.

VOLUNTARY CODES

The Canadian Advertising Standards Council is the self-regulatory body for Canadian advertisers. It operates three voluntary codes: "The Canadian Code of Advertising Standards," "The Code of Consumer Advertising Practices for Non-prescription Medicines," and the "Broadcast Code for Advertising to Children."

The Council judges advertisements strictly within the context of these codes and applies set procedures in each case. If an advertisement is found to violate one of the codes, the advertiser is asked to change it. The Council reports that the majority of advertisers will comply. If they refuse to do so, the media involved is asked by the Council not to accept the message until it has been satisfactorily revised. The media, being supporters of the Council, generally agree to do this. To lodge a complaint or for more information about the codes, write to the Alberta Advertising Standards Council, P.O. Box 2990, Calgary, Alberta, T2P 2N7, or P.O. Box 9009, Station E, Edmonton, Alberta, T5P 4K1.

Numerous industry associations are voluntarily developing advertising guidelines for their business. Some of these include:

- * Alberta Automobile Dealers' Association--Code of Advertising Ethics.
- * Bank of Montreal--Code of Advertising Practices.
- * Canadian Cosmetic Association--Code of Consumer Advertising Practices for Cosmetics, Toiletries and Fragrances.

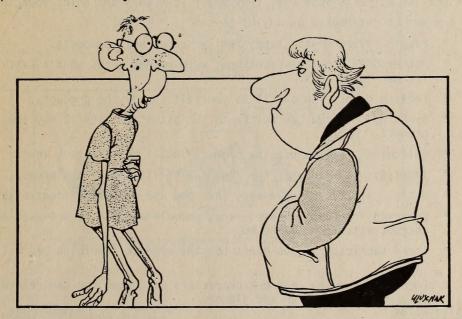
CCA-05.152

ADVERTISING: TECHNIQUES OF PERSUASION

Whether you like it or not, the very existence of advertising affects your world in many ways.

Advertising -

- * Makes you aware of new products that may satisfy current needs.
- * Suggests new uses for existing products, thus diversifying the usefulness of those items.
- * Underwrites the production costs of magazines, newspapers, television and radio programs.
- * Can contribute to healthy competition between businesses by alerting consumers to the existence of goods and services and inviting their comparison.
- * Provides a vital role in public service campaigns, such as the Red Cross.
- * Can create an increased demand for products, necessitating increased production which may result in reduced per unit costs.



"I used to be a 97 pound weakling till I bought one of those triple-carb, 447 horse, dual exhaust muscle cars."

It has also been argued that advertising -

- * Adds to the cost of product distribution.
- * Can be misleading in terms of what it says or omits to say about products and this can misinform rather than inform the public.

- * Can cause people to over-consume by creating confusion between the things they NEED and the things they WANT.
- * Can be annoying and wasteful when the ads strive to create different brand images for products that are essentially the same.
- * If excessive, can make the market too competitive for small companies to enter or to continue their existence.

 TECHNIQUES OF PERSUASION

In Canada, advertising expenditures are rapidly approaching the one billion dollar per year figure. Although few of the ads for which this money is spent are informative, they are effective in promoting sales. Most ads tend to create myths, images and personalities for the products and promise these to the purchaser. They accomplish this through numerous manipulative techniques appealing to the emotions. The wise consumer can see through these techniques and can look beyond the superficial image and evaluate the product on more realistic criteria.

Emotional Appeals

Emotionalism attracts your eye, sensitizes your ears and holds your interest, but try not to get hooked on any of these:

- * Family environment: happy family scenes sell products.
- * Motherhood: the conscientious, warm mother knows what's best for her loved ones.
- * Feeling good: you owe it to yourself to buy the product.
- * Sympathy: if you can relate to the situation, you'll buy the product.
- * Belonging: if you use the product you'll be accepted, loved.
- * Identity: the ad uses the language of its target audiences.
- * Music: a catchy jingle sets the mood and is easily identifiable.
- * Borrowed interest: babies, sex, animals and status are used to attract attention to the ad.
- * Scare tactics: if you don't buy the product something bad will occur.
- * People to people: ads use characters with whom you can relate or use celebrities to add glamor.

Evasive Words

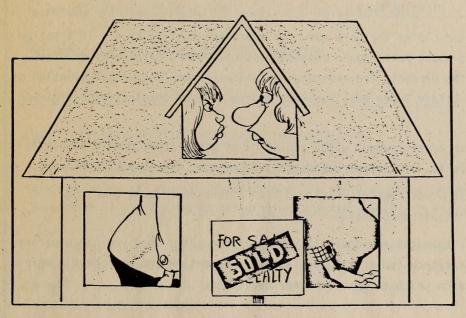
These words are used to evade forthright statements. They qualify the statement but tend to leave a positive impression. Watch for these:

- * Helps: "helps prevent", "helps fight".
- * Like: "cleans like a white tornado".
- * Virtually: "virtually stain free".
- * Up to: "cured for up to eight weeks".
- * The look of/the feel of: "the look and feel of fine leather".

Claims

Statements about products often only create the illusion of a benefit. If you examine the statement closely you'll realize it doesn't mean anything. Watch for these:

- * The question claim: "Fluffy Shampoo. What could be more natural?"
- * The pseudo-scientific claim: "Super Oil with XYZ".
- * The unrelated claim: "The fabric softener with the smell of April freshness".
- * The noninformative claim: "Twice as much of the pain reliever doctors recommend most".
- * The assertive claim: "It's the real thing".



"Well, it looked a lot bigger in the picture."

CHILDREN AND ADVERTISING

Advertising has a great effect on the impressionable minds of children. Since research has found that average children under 13 spend more time watching television than they spend in school, it is apparent that parents have a great responsibility to help children evaluate and interpret the messages they see.

Advertising directed to children has improved since the advertising industry adopted its <u>Broadcast Code for Advertising to Children</u>. The Code serves as a guide in preparing messages that recognize the special characteristics of the children's audience - especially the fact that children have difficulty in distinguishing between what is real and what is imaginary.

Single copies of this Code and the more general <u>Canadian Code of Advertising</u>

<u>Standards</u> may be obtained, free of charge, by writing to: Alberta Advertising

Standards Council, P.O. Box 2990, Calgary, Alberta. T2P 2N7. Or P.O. Box

9009, Edmonton, Alberta. T5P 4K1.

ADVERTISING - FIGHTING BACK

The advertised claims that are made for a product must be true. If a seller makes claims about performance characteristics, price, warranties or other aspects of the product, they must be factual or he may be in contravention of the Alberta <u>Unfair Trade Practices Act</u> or the Federal <u>Combines Investigation</u> Act.

If you see an advertisement which you think is misleading, make a complaint to the Provincial or Federal Department of Consumer and Corporate Affairs.

If you see an advertisement which you find offensive, complain to the Advertising Standards Council.

And finally, take the responsibility to evaluate ads. When you can separate the persuasive techniques from the factual information you will have a more solid base upon which to make consumer decisions.

CCA-05.177

ALTERNATIVES TO PREMIUM LEADED GASOLINE

Due to low demand for premium leaded gasoline, most manufacturers have ceased production of this grade.

If you drive a car that requires premium leaded gasoline you may be wondering what to do. Don't panic! And don't necessarily run out and have your car mechanically and expensively detuned. This is the process in which cylinder head spacers are installed to reduce the compression ratios thereby allowing the use of regular grade gasoline. There are alternate solutions. Detuning should be a last resort.

WHY DOES YOUR CAR REQUIRE PREMIUM LEADED GAS?

The premium grade gasoline is required for its high octane rating or anti-knock index rating. The lead component lubricates the valve seats.

WHAT TO DO WHEN PREMIUM LEADED GAS IS NOT AVAILABLE

Most automotive manufacturers recommend that if your car requires premium leaded gas and none is available, the solution is to combine a proportion of regular leaded and premium unleaded gasoline in every tankful.

The ratio of one-half regular leaded gasoline and one-half premium unleaded gasoline will be suitable for most cars. The mixture will have an octane rating high enough to avoid engine knock, and enough lead to keep the valve seats lubricated.

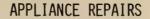
An alternative to combining regular leaded and premium unleaded gasoline in <u>each tankful</u>, is using <u>premium unleaded</u> gasoline and filling up every third time with <u>regular leaded</u> gasoline. Although this formula is more convenient at the pump, it may be less desirable because of the potential engine knock that may be created during use of the tankful of the regular grade gasoline. Some automotive experts suggest that this practice could, under certain driving conditions, be damaging to your car.

The operator and the operation of the vehicle will also influence the type of fuel required. A driver who constantly accelerates,

demanding performance, will require a richer fuel mix than a more conservative driver. A vehicle operated under "heavy load" situations may also require a richer fuel mix than a vehicle operated under "light load." To meet these variables vehicle owners can experiment with the lead/non-lead fuel mix to achieve the desired results.

Before having your car detuned experiment with the recommended alternative solutions. Give each premium fuel alternative a trial period of two to three weeks. If engine knocking persists then consider having your car detuned.

CCA-05.153



At one time, it was possible and often necessary to do all home repairs yourself. Today, sophisticated appliances make it very difficult for a household to be self-sufficient. Even the most common appliances are complex enough to require skilled servicing.

BEFORE YOU LEAP TO THE PHONE

Because we have come to expect instant performance, many people are too quick to call the repairman when an appliance does not work. Here are a few things to check on your major and minor appliances before you call the repair shop:

- * Is the plug firmly in the wall outlet? Check the plug for dirt or corrosion and wear. Clean with sandpaper or replace if necessary.
- * Have you blown a fuse or circuit breaker?
- * Is the wall outlet working? Check by plugging the appliance into another outlet.
- * All major motor-driven appliances have an "overload protector" that automatically turns off the power to the appliance if it becomes overheated. Has this happened?
- * The problem could be a temporary power failure. Check other appliances. See if your neighbours have power.

WHEN IT JUST WON'T WORK

When servicing is necessary, there are several things to watch for:

- * Start by finding a good service firm. Friends and neighbours can be helpful here. Check the firm's reputation with the Better Business Bureau.
- * See if your warranty is still valid. If so, have the appliance repaired at an approved service centre. If you try to fix it yourself, you may invalidate your warranty.

- * A "bench price" is the charge for the diagnosis of a major appliance. Even if you decide not to have repairs done, you will still be charged for these services. Similarly, there is a flat rate for service calls even if no work is done.
- * If the appliance is taken to a repair center to be fixed, obtain a written estimate before giving the "go ahead" to having the work done. This protects you in two ways. Under the Alberta Unfair Trade Practices Act you must be given a reasonably accurate estimate, otherwise you may have grounds for a complaint. Furthermore, knowing the cost of the repair will help you to decide whether purchasing a replacement to the broken appliance is more feasible in the long run than having it repaired.
- * Because few consumers understand the intricacies of modern appliances, there is a danger of being overcharged for repairs. Parts may be replaced unnecessarily or you may be charged for parts that were never installed. This is illegal under the Alberta Unfair Trade Practices Act. If repairs are done, ask to have old parts returned to you.

TO AVOID PROBLEMS

- * Choose appliances carefully. See the tip sheet "Shopping For Major Appliances".
- * Keep all receipts, tags, warranties, labels and other printed material for each appliance.
- * Read and keep the owner's manual.
- * Respond immediately to malfunctions.
- * Consider the pros and cons of repair versus buying a new appliance.

CCA-05.190

AUTO REPAIRS & ESTIMATES

CONSUMER BE AWARE

Auto repairs continue to be a leading source of consumer complaints
They are expensive, inconvenient, time consuming, and at times
genuinely baffling. Cars are complicated pieces of machinery. It can
be difficult to know how to arrange for repairs when something goes wrong.
The good news is we can learn.

Most consumer complaints with respect to auto repairs relate to four areas of conflict and misunderstanding:

- 1. Discrepancies between estimates and the final bill.
- 2. Disputes over coverage provided by warranties and guarantees.
- 3. Unnecessary replacement of parts or unnecessary repairs.
- 4. Repairs which do not solve the problem described on the work order.

COMMON QUESTIONS AND COMPLAINTS

ENQUIRY:

My car is in need of repairs. How can I find out what needs to be done and how much it will cost?

ANSWER:

It is important to be able to clearly describe the problem in order to discuss it with the repair shop.

If the car is still in running order you might have it checked by an independent diagnostic centre. They provide a written report of the car's condition and any repairs which are required. However there is a charge for this diagnostic service. A less costly alternative is to consult one of the many car maintenance books which have an excellent section describing car problems in simple clear terms that will be helpful when talking to the repair shop. Car maintenance books are available on loan from the public library.

Difficulties often arise when the repair shop tears down the car and informs the customer that more work is required. Before authorizing the additional work ask the following questions:

claim against the garage as you never gave permission to repair the radio. Sometimes the dispute is more complicated. The argument centres around whether or not the repairs were <u>unrelated</u>. A car taken in for front end repairs may require wheel alignment as part of efforts to correct the problem described on the work order. If discussions with the repair shop, or assistance from your nearest office of Alberta Consumer and Corporate Affairs leave the dispute unresolved, legal action may be necessary to determine whether you have to pay the additional charges.

ENQUIRY:

Although the warranty is still in effect on my new car, I received a bill for additional shop and service charges. Do I have to pay these extra charges?

ANSWER:

The answer to this question lies within your car warranty. Read it carefully, all of it. Then, if you are still confused over the additional charges take the warranty to the dealer and ask him to explain why certain service charges and parts were not covered. If the warranty states the repair work will be covered, then all charge backs should go to the manufacturer, not the consumer. The dealer, as the manufacturer's representative, can make a decision on who is billed for the repair work. It is important to understand that normal maintenance items, such as plugs, points and oil change are not covered under the warranty and you will be billed for parts and labour.

ENQUIRY:

Repairs were made several months ago by the dealership when my new car was under warranty. The warranty has expired but the problem has not. Do I have to pay for additional repairs?

ANSWER:

If it can be shown that it is indeed the same problem which was not properly repaired while the car was under warranty, the dealership should repair the car at no charge to the customer. A dispute often arises as to whether it is indeed the same problem, a different problem, or whether the same problem has recurred through improper care and/or maintenance. Keep records. Talk with the repair shop. If a disagreement remains contact your nearest regional office of Alberta Consumer & Corporate Affairs. In some cases the problem may be turned over to the Motor Dealers Association of Alberta for mediation.

ENQUIRY:

Recently I had some work done on my car. Although I am satisfied with the repairs, the garage replaced the spark plugs and a few other parts which I had changed only two weeks earlier. I feel this work was unnecessary. Has the garage done anything wrong?

ANSWER:

It is a violation of <u>The Unfair Trade Practices Act</u> for a firm to replace parts or make repairs or adjustments which are not needed. You should return to the shop where the original work was done to discuss the matter. Take all related correspondence (work order, bills, guarantees) <u>and</u> the used parts back to the shop which did the initial work, and explain the situation clearly. In many cases the situation can be resolved by bringing the problem to the manager's attention and further assistance is not required through Alberta Consumer & Corporate Affairs.

PREVENTING PROBLEMS

- * Deal with a reputable repair shop.
- * Obtain estimates in writing.
- * Leave a phone number where you can be easily reached.
- * Ask the shop to return the used parts; keep these in case of problems later.

SOLVING PROBLEMS

- * Talk to the repair shop clearly explain your concerns.
- * Present important records estimates, bills, warranties, reports from other mechanics.
- * Consult the manufacturer's representative if the dealer cannot resolve the complaint on a new car to your satisfaction.
- * Contact the nearest regional office of Alberta Consumer & Corporate Affairs if you are unsuccessful in resolving what you believe to be a valid complaint. They may be able to assist in reaching a solution.
 - * File a claim in Provincial Court if the amount is \$1,000 or less.

ADDITIONAL INFORMATION

For additional information Tip Sheets are available from Alberta Consumer & Corporate Affairs on the following topics:

- * Alternatives to Premium Leaded Gasoline
- * Buying a Used Car

An information pamphlet about AUTOCAL, the mediation service provided by the Motor Dealers Association of Alberta, may be obtained by writing to the following address:

AUTOCAL P.O. Box 4476 Edmonton, Alberta T6E 4T5 Telephone 435-3351

ALBERTA CONSUMER AND CORPORATE AFFAIRS REGIONAL OFFICES

CALGARY 253-0909

Box 5880, Postal Station "A" 222 Centre 70 7015 Macleod Trail South Calgary, Alberta T2H 2M9

EDMONTON 427-5782

3rd floor Capilano Centre 9945-50 Street Edmonton, Alberta T6A OL4

FORT McMURRAY 743-7231 9809 Main Street

Fort McMurray, Alberta T9H 1T7 LETHBRIDGE 329-5360

501 Professional Building 740-4 Avenue South Lethbridge, Alberta T1J 0N8

PEACE RIVER 624-6214

Peace River Provincial Building 9ö21-96 Avenue Peace River, Alberta TOH 2XO

RED DEER 343-5241

Box 5002 4920-51 Street Red Deer, Alberta T4N 5Y5

CCA-05.154

BEING A GOOD CONSUMER

Everyone is a consumer, buying things. However, when we buy these items, we also buy packaging, advertising, transportation, the energy to use the things, the services to maintain them and the services to collect and destroy them when they're discarded.

You want to be a good consumer and get your money's worth but there's more .. you must also consider the environment. The cost of an item is not just in its dollar cost but also in its energy use and pollution potential.

Nobody should tell you what to buy or not to buy. It's a personal responsibility to double-check your purchases.

ASK YOURSELF

- * Do I need it or just want it?
- * Is it an impulse purchase?
- * Will I use it sufficiently to justify the cost?
- * Have I comparison shopped to determine that this is the best product at the best price?
- * Can I afford it? How will I pay?

THEN CONSIDER

- * Does providing it use up scarce natural resources?
- * Does making, using or disposing of it cause pollution?
- * Does using it consume a lot of energy?

If you have considered the implications of your answers to all of these questions and still want the product, begin to gather information to help you determine which brand or model would be most suitable for the intended use. Stop and think whether a second-hand item would suffice or perhaps you can make the item if you have the skill and time. Don't forget to consider that renting may be an alternative solution.

REMEMBER

Being a good consumer involves a consideration of more than dollar costs. The decisions aren't easy; sometimes the choices can even be confusing. But if you begin to think about the world around you in addition to your personal needs you'll become a careful, conservation-conscious consumer.

"We can't afford to pass up this fantastic offer.

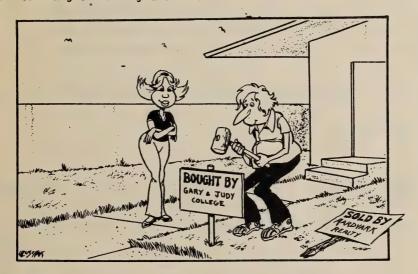
Remind me to buy a dog on the way home."



CCA-05-149

BUYING A HOUSE?

A house is the largest single investment that most people make in a lifetime. This decision is made with a great deal of careful consideration and financial planning. One must take practical, financial, aesthetic, and lifestyle considerations into account when making the decision. Once you find a house that suits your tastes and needs, look at the price of the house, the downpayment, the mortgage, interest rates, and the closing costs. Your "dream house" can turn into a nightmare if you cannot afford it.



WHAT CAN YOU AFFORD?

You should have a general idea of how much mortgage you can qualify for before you begin to hunt for a house. Ask a variety of lenders to review your financial situation and tell you how much money they would be willing to lend you.

QUALIFYING FOR A MORTGAGE

The mortgage industry has some general rules that they use to describe how much money you can afford to pay on a mortgage. Lenders will allow up to a maximum of 30% of your gross monthly income to be used as mortgage payment (principal, interest and taxes). Your gross income is your salary prior to deductions such as Income Tax, Canada Pension Plan, Unemployment Insurance, etc. Mortgage companies will allow between 50 and 75% of a second family income to be used in these calculations.

CALCULATING WHAT YOU CAN AFFORD FOR MONTHLY MORTGAGE PAYMENTS

In order to calculate how much you can afford to spend on monthly mortgage payments, use the charts below:

One Income Family: Allowable Monthly Payments

Calculate 30% of the income earner's gross monthly income

Two Income Family: Allowable Monthly Payments

- First write down the husband's gross monthly income
- 2. Next calculate 75% of the wife's gross monthly income

3. Then add the two totals together:

	+		=		
(husband's gross monthly income)		wife's gross income)		lowable total mily income)	

4. Then calculate 30% of the allowable total family income:

30			
	X	=	
100	(allowable total	(allowable total of mortgage	е,
	family income)	interest and taxes)	

CALCULATING TAXES

Often taxes are not included in the payment to the lending institution, but are paid separately. Therefore, after calculating your allowable total monthly mortgage payment, subtract part of this amount for taxes. You may have to guess at this figure. For example, if your total allowable monthly payment is \$775.00 and you estimate \$75.00 a month for taxes, this leaves \$700.00 a month for the rest of the mortgage payment (principal and interest).

					monthly	
mo	rtgag	e p	oayme	nt	t)	

CALCULATING THE PRINCIPAL

Amortization tables, available in bookstores or from the public library, are needed to determine the amount of money (principal) you can borrow for the "allowable total monthly mortgage payment". For example, if current interest rates are 19%, and your allowable monthly mortgage payment, excluding taxes, is approximately \$700.00, you could borrow \$45,000 over 25 years (monthly payment \$693.25) or \$45,000 over 16 years (monthly payment \$725.60).

CALCULATING YOUR CONSUMER DEBT

Mortgage companies are also interested in your indebtedness in other areas. They generally feel that your consumer debt should be no larger than 10% of your gross monthly income. Use the following chart to calculate the total amount of your consumer debt load.

MONEY OWING ON	CONSUMER LOANS	
Name of Company	Monthly Payment	Full Amount Owing
-		
TOTALS		

Is the total less than 10% of your gross annual income?

TAXES

Money will have to be set aside if taxes are not included in your mortgage payment. Taxes can be paid annually, or monthly in some localties. Check regulations in your area. Taxes will also vary in amount depending on local development.

When purchasing a property from a non-resident of Canada you may be held responsible for part of the Capital Gains Tax assessed that person. The buyer does not have to pay the tax if "after reasonable inquiry" he has no reason to believe the vendor to be a non-resident of Canada. A statement in writing from the vendor, his solicitor or agent that the vendor is a resident of Canada will usually constitute "reasonable inquiry".

THE DOWNPAYMENT

The downpayment is eash put up by the buyer to purchase the house. It includes the deposit given with the offer to purchase. Mortgage companies

like the buyer to have between 10 and 25% of the purchase price of a new house. The rest of the cost of the house is paid for over time by mortgage.

On previously occupied houses, the buyer may pay the owner a cash downpayment to the extent of the owner's equity and take over the existing mortgage. It works this way. Say the house you wish to buy was purchased by the owner for \$50,000. At that time he put down 10% or \$5,000 and took a mortgage for \$45,000 at a rate of 10% over 20 years fixed term. Minus his mortgage payments and a few cash deposits the owner still owes \$40,000 on his house. The owner is now selling his house for \$75,000. In order to purchase the house you will pay the owner \$35,000 cash (\$75,000 - \$40,000) and take over his mortgage payments.

Some people own their houses outright, technically referred to as having 'clear title'. In this case the buyer would arrange to pay for the house in a similar way to a new house. The buyer would borrow money from a mortgage granting institution, satisfying them with a downpayment and the owner would receive the downpayment and the principal or the total payment of the house.

CLOSING COSTS

Closing costs include all charges and fees incurred in transferring ownership of your new home. These may include any or all of the following:

Amount Bonus/ - If you deal with a mortgage broker, not directly with a bank or trust company, you are often charged a placement fee amounting to approximately 1% of the amount to be mortgaged. For example, on a \$70,000 mortgage you would pay 1% or \$700. \$ Survey - The lender may require a property survey to determine the precise location of the house and property. Appraisal - The lender may require an appraisal of the property. Legal Fees - These are charged by a lawyer for any legal work concerned with the house purchase. Fees vary according to services. Title Search - The records of previous ownership and sale of the home will be examined to establish that the seller has the right to sell it to you. This is usually done at the Land Titles Office by your lawyer, but you can do it yourself. Preparation of Documents - The title, mortgage and other papers

necessary to transact the sale must be prepared. This is done by your lawyer.	
Adjustment of Prepaid Items - Any expenses, such as taxes, which have been paid for in advance by the previous owner will be partially reimbursed by the new owner. Adjustments are made by figuring out the length of time the premises are occupied by each party.	
Mortgage Insurance - This is a fee paid to a company or government agency which guarantees the lender against loss if the lender has to foreclose. This insurance is required on loans which exceed 75% of the property's value. This insurance does not protect the buyer.	
Fire Insurance - You may be required to obtain fire insurance totalling the amount of the loan and payable to the lender.	1
Total Closing Costs	

MISCELLANEOUS EXPENSES

Amount

Moving Expenses - Obtain an estimate from a local moving firm	\$
or determine costs to move yourself.	
Utility hook-ups - These are fees charged for connecting such	
things as the telephone, gas, electricity.	
Appliance hook-ups - Special outlets may have to be installed	
for the washer or dryer, etc.	
Major Appliances - When moving from an apartment, you will likely	
need at least two major appliances immediately, the stove and	
refrigerator. You might arrange to purchase some of the	
appliances from the previous owner. Sometimes these are part	
of the purchase package especially in condominiums or duplexes.	
Repairs - You may have some immediate renovations to do, especially	
if the mortgage company withholds some of the mortgage funds, on	
the condition that specified repairs are made. These repairs may	
be necessary if you are buying an older house. If you do the	
work yourself you may have to buy tools in addition to materials.	
Decorating - New carpeting, curtains, painting or wallpapering	
may have to be considered, as well as some landscaping.	
Purchase of Outdoor Care Equipment - These items might include	
lawn tools, garbage cans, and a snow shovel.	
Total Miscellaneous Costs	

CURRENT ASSETS

You must have enough money saved to cover expenses for the downpayment, the closing costs, and for the immediate miscellaneous expenses. Use the chart below to calculate your current assets.

Money in savings accounts	
Guaranteed Income Certificates	
Savings Bonds	
Registered Home Owner's Savings Plan	
	·
Total	

. . . BUT CAN YOU AFFORD TO LIVE THERE?

Once you qualify for the mortgage and have enough money for the downpayment, closing costs, and the moving-in costs, the final decision about whether or not you can afford to live in the house is yours. The two budget worksheets below and on pages 7 and 8 will help you determine what it will be like to live in your new home. They will also show you in advance whether or not you will have to reduce spending in any category.



"Of course we had to give up a few things to be able to afford this house..."

MONTHLY TAKE HOME INCOME

List only regular income, not money you receive for occasional overtime or moonlighting. List your take home income, that is, what you have left after deductions.

SOURCE

MONTHLY AMOUNT

- 1. Wages/Salary

 2. Wages/Salary

 3. Family Allowance

 4. Other

 5. Total Monthly Take Home Income
 - "Just think, madam no corners to dust!"



IRREGULAR & ANNUAL EXPENSES

All figures on this chart should be <u>annual</u> not <u>monthly</u> amounts.

ITE	M		ANNUAL	AMOUN"
6.	Insurance (Do not include those payments which are deducted from your paycheque.)	Car Life Property Medical		
7.	Annual Vacation & Othe	r Travel		
8.	Christmas Expenses & G	ifts		
9.	Other Gifts & Contribu	tions		
10.	Car Maintenance			
11.	Household Maintenance	(Furniture & appliance repair, cleaning, etc.)		
12.	Car & Other Licenses			
13.	Membership Fees	ŕ		
14.	Tuition & School Suppl	ies		
15.	Dental & Optical	,		
16.	Taxes (Property & income in annual lump	me taxes if paid sum)	-	
17.	Clothing	,		
18.	Medication			
19.	Other (Use these spaces to list other irregular & annual expenses or for items you plan to purchase in the next year.)			
20.	Total Irregular & Annua (Add lines #6 to #19 i	al Expenses nclusive)		
21.	Monthly Requirement for Expenses (Divide line			

MONTHLY EXPENSES

	All figures on this chart should be <u>monthly</u> amounts. ITEM MONTHLY AMOUNT					
22.	Monthly Requirement for Irregular & Annual Expenses (Transfer from line #21)					
23.	Savings -	Emergency Fund				
		Replacement Fund				
		Long Term Savings Fund				
24.		for paper products and cleaning not include money for meals from home.)				
25.	Mortgage - Interest	& Principal				
26.	Utilities	Light				
		Water/Sewage				
		Local Telephone				
		Long Distance Telephone				
		Natural Gas				
		Cable T.V.				
27.	Household Incidental	s (Newspaper, stamps. etc.)				
28.	28. Gasoline (All other transportation expenses are accounted for elsewhere)					
29.	. Bus Fares, Taxis, Parking					
30.						
(List each of your creditors and the monthly						
	amount owing.)					
31.		Husband				
	(This includes money for personal	Wife				
	itoms such as	Child				
grad Market	cosmetics & haircuts & money for work or	Child				
	school related items					
	such as lunch and coffee money.)	Child				
32.	Recreation & Enterta	inment				
33.	Tobacco Products & A	l]coho]				
34.	Other					
35.	35. TOTAL MONTHLY EXPENSES					

SHOP AROUND FOR A MORTGAGE

Find a mortgage at the lowest interest rate over the <u>shortest amortization</u> <u>period</u> (or overall payment period of the loan) with monthly payments you can afford. This example shows you why.

		T OF DIFFERENT REPAYMENT P AN \$80,000.00 MORTGAGE AT	
Situation	Payment Period	Monthly Payment	Total Payment
#1	15 years	\$1,278.27	\$230,088.60
#2	20 years	\$1,223.88	\$293.731.20
#3	25 years	\$1,202.75	\$360,825.00

If you choose situation #1, you will pay \$54.39 more per month than in situation #2, but this will save you \$63.642.60 in interest. If you choose situation #2 you will pay \$2].13 more per month than in situation #3, but this will save you \$67,093.80. The shorter the amortization period, the less time it will take you to pay for your home, and the more money you will save by paying interest over a shorter period of time.

THE REAL ESTATE SALESPERSON

The real estate salesperson usually knows property and marketing, and will be able to help you find a house in a suitable neighbourhood, at a price you can afford. But the salesperson's primary role is negotiating the sale of property between seller and buyer. In negotiations, the salesperson represents the seller. The salesperson is paid a commission from the sale of the property by the seller, and has a duty to obtain the best acceptable price for the seller. You can buy real estate without the services of a real estate salesperson, if you have the knowledge and time to devote to this task.

THE MECHANICS OF A PURCHASE

Hire a lawyer, preferably one who knows real estate transactions, to handle all legal and technical matters. It is well worth your time to familiarize yourself with the nature of the transaction.

MAKING THE OFFER TO PURCHASE

The <u>Offer to Purchase</u> is the first step in a sale between the vendor (seller) and the buyer. In it, the buyer sets out the terms of his offer, signs the document, and offers a deposit. If the seller accepts the terms, he signs the document which then becomes an <u>Interim Agreement</u>. This is a

legally binding document. It is called an Interim Agreement because further legal documents are required in order to complete the transaction.

The deposit shows that you are making an offer in good faith. If the vendor refuses your offer, the deposit is returned to you. On the other hand, if the vendor accepts the offer and you decide that you do not want to buy the property, you will have to forfeit the deposit.

OFFER TO PURCHASE

Generally an offer to Purchase should include the following information:
Name and address of purchaser

Legal description of the property in question

<u>Financial details</u> - This includes the price offered, downpayment, deposit and mortgage details.

"Subject To" Clauses - These include any conditions that the buyer may wish to specify. If the conditions are not met, the contract becomes void. The house may be purchased "subject to" some repairs, finding suitable financing, approval of lawyer, or inspection by appraiser or architect. "Subject To" clauses may protect you, but they may also lose you the property. The vendor is more likely to accept a simple offer that does not tie up the property. Protect yourself with "subject to" clauses, but keep the time limits short.

<u>Chattels</u> - These are items on the property to be included in the price of the house.

Expiry date - This is the date and time at which the offer expires.

Adjustment date - The date when the purchaser assumes responsibility for any prepaid expenses such as taxes.

<u>Possession date</u> - The date upon which physical possession is transferred to the new owner.

<u>Completion/Closing date</u> - The date by which all documents must be signed, and when the title is transferred and the purchase price is paid.

NEW HOME CERTIFICATION PROGRAM

Builders may register houses with the New Home Certification Program. For a fee paid by the builder the home owner is insured against problems with the structure, building materials and workmanship in the first year. For an additional four years structural problems are covered. For a list of contractors who participate in the program and more information contact the local New Home Certification Program or Alberta office of the Housing and Urban Development Program (HUDAC) office.

USED HOME WARRANTY PROGRAM

Vendors will sometimes arrange to insure used homes for the buyer against the breakdown of utility system (plumbing, heating and electrical), some structural failure, and for living expenses if the house becomes uninhabitable. Most of these plans include a deductible feature that the buyer pays.

Check the plan. Know whether it will in fact offer you any protection.

ADDITIONAL INFORMATION

Other housing related tip sheets you may wish to read are the following:

- * Inspecting A House
- * Buying a Condominium
- * Mobile Homes
- * Co-op Housing

- * Household Moving
- * Home Improvement Contracting
- * Shopping for Major Appliances
- * Modular Housing

Other tip sheets are available on a variety of other topics. For a publications list write to Alberta Consumer & Corporate Affairs, Box 1616, Edmonton, Alberta, T5J 2N9, or call the Consumer & Corporate Affairs regional office nearest to you.

ALBERTA CONSUMER AND CORPORATE AFFAIRS REGIONAL OFFICES

CALGARY, 253-0909

Box 5880, Postal Station "A" 222 Centre 70 7015 Macleod Trail South Calgary, Alberta T2H 2M9

EDMONTON 427-5782

3rd floor Capilano Centre 9945-50 Street Edmonton, Alberta T6A OL4

FORT McMURRAY 743-7231

9809 Main Street Fort McMurray, Alberta T9H 1T7 LETHBRIDGE 329-5360 501 Professional Building 740-4 Avenue South Lethbridge, Alberta

TIJ ON8

PEACE RIVER 624-6214

Peace River Provincial Building 9621-96 Avenue Peace River, Alberta TOH 2X0

RED DEER: 343-5241

Box 5002 4920-51 Street Red Deer, Alberta T4N 5Y5



BUYING A USED CAR

BEFORE PURCHASING ALUSED CAR, THINK ABOUT THESE POINTS:

- * Operating a car is a large expense averaging approximately \$3,060 per year for a standard car, \$2,625 for a compact and \$2,153 for a sub-compact driven 15,000 miles or 24,000 kilometers. Source: Car Costs 1979. A pamphlet published annually, available from the Alberta Motor Association.
- * Before you start shopping around you should have a clear idea of why you want a car and the kind of car that would best suit your needs. Don't buy more car than you require.
- * Determine how much money you can afford to pay for a car and stay within your limit. In your calculations include monthly payments, repairs and maintenance, car insurance and daily operating expenses.
- * Gather information on various makes of used cars to determine which one is best. Consumer Reports magazine publishes an auto issue in April of each year, which gives valuable information about both new and used cars. Back issues of the magazine are usually available at public libraries.
- * Look in one of the guides to used car prices to find out what is a reasonable price for a particular model. The <u>Canadian Red Book</u> and the <u>Gold Book of Used Car Prices</u>, usually available in public libraries, show average prices for specific models of cars based on recent sales.
- * If buying from a used car dealer ask your friends for their recommendations and check the company's reputation with the Better Business Bureau.
- * If buying through a private seller, avoid "curbers". These are people who buy cars at low prices from various sources then sell them from their home, representing them as their own vehicles.
- * Get the name of the car's previous owner by writing or visiting the Motor Vehicle Division, Department of the Solicitor General. Provide the car's serial number. Cost of the search is \$1.00. If the name of the registered owner differs from that of the private seller, you are probably dealing with a curber. If you are buying from a used car lot, contact the previous owner to ask about the car's history and performance.
- * Check the condition of the car carefully giving it an on-the-lot check, test drive and get an independent inspection by a qualified mechanic.
- * Before you buy, check for any liens and encumbrances on the vehicle by writing or visiting the Vehicles Registration Branch, Department of the Attorney General. Provide the car's serial number. Cost of the search is \$0.50.

- * Get a written receipt or contract from the seller documenting all information about the transaction. Include the date of sale, the names and addresses of yourself and the seller, the year, make, model number, body type and serial number of the car. Record the odometer reading, check the seller's registration card and have the seller include a statement that the car is free of all liens (which you should have already checked!). Also, include any promises or statements about the condition of the car, the warranty provided or any actions taken to correct problems with the vehicle, and finally record the agreed price and method of payment.
- * Read, understand and agree to every detail in the contract <u>before signing it.</u>
 Once it is signed by the seller and the buyer, the terms of the contract become legally binding.
- * Shopping carefully for car financing is just as important as careful shopping for the car itself.
- * Evaluate the available finance plans on the basis of the annual interest rate and cost of borrowing, not on the amount of the monthly payment.
- * Check the credit contract carefully to get all the information to which you are legally entitled:
 - a complete description of the car being purchased;

- the cash selling price;

- the amount of downpayment or trade-in allowance;
- the amount of all costs, charges and fees; - the credit charge expressed in dollars;
- the credit charge expressed as an annual percentage rate;

- the balance to be paid;

- the amount of each payment, the number of payments, and the dates they are due;
- the total additional charges expressed as an annual percentage rate, which the buyer will have to pay if he defaults on his payments.
- * For more information on how to buy, drive and maintain your car to save money and energy, send for the free booklet, <u>The Car Mileage Book</u>, from the office of Energy Conservation, P.O. Box 3500, Postal Station "C", Ottawa, Ontario K1Y 4G1.
- * Send for "Automotive Repairs & Estimates" a tip sheet available from Alberta Consumer and Corporate Affairs, Box 1616, Edmonton, Alberta T5J 2N9.

IF YOU FOLLOW ALL THESE POINTS, YOU WILL GREATLY INCREASE YOUR CHANCES OF GETTING A GOOD USED CAR DEAL.

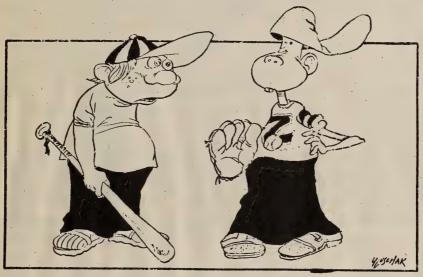
BUYING TOYS

Play is important to a child's physical, emotional, social and intellectual development. For this reason, toys merit careful consideration. The following points are worth considering when you are buying toys:

IS THE TOY SUITABLE FOR THE CHILD?

The child's mental and physical capabilities are the prime considerations.

A toy should challenge the child's skills. If suited to his age and development, toys will engage his interest and stimulate his imagination.



"I still haven't played with the railroad set I got for my birthday.

Mom says Dad will get tired of it by Christmas:"

WILL THE TOY CONTINUE TO BE FUN?

Toys that can be used in a variety of ways are most likely to keep his interest. Basic toys, such as building blocks and crayons, can be used in different ways as the child develops. Often, the more "sophisticated" toys soon bore the child as they offer less flexibility in play.

DOES THE TOY WORK WELL?

Does it do what it is supposed to do? Do wheels turn? Do interlocking blocks lock together?

IS IT SAFE?

Above all else, a toy must not harm the child. Here is a list of some hazards to avoid:

- * Sharp points and edges or brittle materials. Check for splinters on wood toys.
- * Cords, strings or tapes that are long enough to wrap around a child's neck.
- * Small objects which could be swallowed or inhaled.
- * Toys that could pinch or trap a small child's fingers.
- * Any toxic substance.
- * Toys that are appropriate for older children may pose a hazard for younger brothers and sisters. Keep this in mind when purchasing trains and road race sets, darts and lawn darts, and construction sets, particularly those with small pieces.

The Federal Hazardous Products (Toys) Regulations prohibit the sale of toys with excessively dangerous features. If you buy a toy which you find to be unsafe, report it to Consumer and Corporate Affairs Canada at their Calgary or Edmonton office. If they judge the product to be unsafe under the Regulations, they may have it taken off the market.

A good source of information about toys is the Canadian Toy Testing Council. It is an independent voluntary organization founded by parents concerned about the quality and safety of toys. The Council evaluates hundreds of toys each year for play value, safety and durability. The results are published each November in a booklet entitled "Good Toys". It can be purchased from the following address:

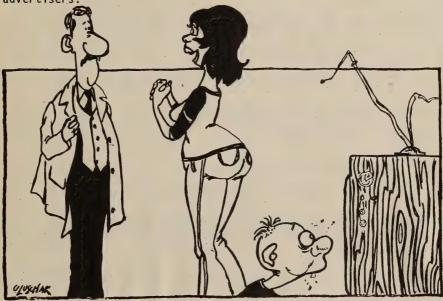
Canadian Toy Testing Council P.O. Box 6014, Station J OTTAWA, Ontario K2A 1T1

Don't forget that quantity is no substitute for quality in toys. A few well-chosen toys can be far more satisfying to the child than a large "hit-or-miss" collection.

South Profes

CHILDREN'S ADVERTISING: A PARENT'S GUIDE

Advertising to children works! Children often want and demand advertised products. Products which, in their parents' view, are too expensive . . . poor quality . . . non-nutritious . . . potential health hazards . . . Do not abandon your children to the flashy toy commercials on TV and the colorful cereal boxes in the supermarket. There is much that you can do to help them cope with the persuasive tactics of clever advertisers.



"Junior said his first commercial today"

This tip sheet offers suggestions for using day-to-day activities to help your children recognize, understand and evaluate advertising messages. Not all the suggestions are practical for all families. It is up to you to choose the ones which will work best in your situation.

1. WATCH TV WITH YOUR CHILDREN, DISCUSS THE COMMERCIALS YOU SEE

Viewing together can be far more effective than many parents realize. Children are curious. They learn rapidly and believe what their parents tell them. If you make a few comments about the commercials you watch together, you are likely to have more impact than the commercials themselves.

Here are some questions and ideas that you can discuss with children of various ages. They are just examples to get you started. Once you are in front of the TV set with your children, you will be able to think of more.

CHILDREN UNDER EIGHT

The age at which children develop the ability to tell the difference between television commercials and programs, varies from child to child. Researchers

have found, however, that most children under eight cannot make this distinction. Even if they know there is a difference, they usually do not understand that commercials are trying to sell them something. Because of this they are likely to think commercials are completely truthful, and are likely to want the products being advertised. Go slowly with children of this age. Keep ideas simple. Ask the questions listed below from time to time until you are sure your children understand. The questions are listed in order from simple to more complex. Realize that the difference between commercials and programs, and the idea that commercials are trying to sell something, are difficult concepts to master. Some children are simply too young to understand. If this seems to be the case with your child, leave the subject and come back to it in a few months. On the other hand, if your child can answer all the questions listed below, move on to discuss the question in the next section.

- * "Tell me when the next commercial comes on."
- * "Do you like commercials?" "Why?"
- * "Do you like the commercial that's on right now?" "Why?"
- * "Which is your favorite commercial?"
- * "What is a commercial?"
- * "Who puts commercials on television?"
- * "Why are there commercials on television?"
- * "What kinds of things are advertised on children's shows?" "Why?" "Are different things advertised during mommy's and daddy's favorite TV programs?" "What?" "Why?"
- * "Did you ever ask me to buy you something you saw on TV?" "What was it?" "Was it as good as it looked on TV?"

CHILDREN EIGHT TO TWELVE

Although children over eight years old usually understand the reason behind commercials, they are often not skilled at understanding and evaluating them. They might suspect that advertisers try to make things look better than they really are but they cannot tell exactly "when" or "how" this is being done. You can help them see through commercials. Start by discussing the questions listed in the previous section. If your children have grasped these concepts, move on to discuss questions such as those listed below. Remember, understanding will not happen overnight. Be patient and repeat the ideas often.

- * "How did the advertiser make the toy or food look better?" Some things to watch for and discuss with your children are listed below:
 - Special lighting effects can make a doll look elegant or a toy monster seem scary.
 - Camera angles and close-up shots can make items such as a toy or chocolate bar look bigger.
 - Special surroundings can make anything look good. For example, a toy raft will look much better speeding down a real river in the commercial than floating around in the bathtub at home.

- Fast cutting, the technique of editing many different shots together, can make a product look more exciting.
- Sound effects, such as a cheering crowd welcoming a toy astronaut back to Earth, can make products more appealing.
- Music can grab attention and set a mood.
- Appealing cartoon characters can attract children's attention to the commercial.
- Slogans and jingles are designed to help children remember brand names and other important things about the product.
- Advertisers can also make products look better by using subtle appeals to children's desires for fun, friendship, and excitement. Help your children see through these appeals. For example, if you are watching a commercial for a breakfast cereal that shows a group of children laughing gaily, you could ask questions such as: "Why are the children laughing?", "Do you laugh when you eat cereals?", "What do you laugh at?"
- * "What does 'batteries not included' mean?" "What does 'some assembly required' mean?" Statements such as these are usually unnoticed or misunderstood by children, so they should be pointed out and explained.
- "Why did the commercial say that chocolate bar is the best there is?" "Is it the best?" Children often literally believe that a certain chocolate bar is "the best" or a toy race car is "the fastest."
- "What is this commercial trying to sell?" Use this question when a commercial contains a premium offer such as a plastic toy. Children often cannot tell what is being advertised--the product or the premium. Other related questions are: "Why do they put the plastic toy in the box?", "Where else could you get a toy like that?"
- "Do brightly colored cereals taste better than cereals which are not colored?"
 "Are they better for you?" "Which foods are not good for you?" "Why not?"
 "Which foods are good for you?" "Can you name some nutritious foods that you have seen advertised on TV?" "Why don't they advertise nutritious foods more often on TV?"
- * "What should commercials tell us that they sometimes don't?" "Where could you get this information if you wanted to buy something?" Topics such as the price, materials or ingredients, size and durability are rarely mentioned. Talk to your children about shopping around to find this information and using other resources such as consumer magazines.
- * Talk to your children about commercials which are aimed at adults. Point out things such as using a certain hair dye will not make a woman irresistible to men; headache remedies and other advertised drugs should not be used by children.
- When you see a product or a commercial you do not approve of, say so. Tell your children why you feel that way. Similarly, when you approve of a product or commercial, explain why. Encourage your children to do the same.

2. TAKE YOUR CHILDREN SHOPPING

Shopping together gives you the opportunity to talk about and demonstrate what most children's television commercials fail to teach, namely, how to choose products wisely. Older children tend to learn a lot about being a consumer by observing and imitating their parents' behavior. So, give your children an example you would like them to follow. Younger children seem to learn more by talking with their parents than they learn by watching them shop. Some questions and suggestions are offered below. Remember to go slowly, especially with young children, and to repeat the ideas often.

- * When your children go grocery shopping with you, discuss items which are of special interest to them. Breakfast cereals, for example, offer many possibilities. Ask questions such as: "Which is the prettiest cereal box?", "The funniest?", "The most colorful?", "Why do the manufacturers spend so much time decorating the boxes?", "Which cereal name do you like the best?", "Why do they put items such as whistles, plastic toys, and picture cards in cereal boxes?", "Can you tell by looking at the box which cereal is the best?", "Which cereals are good or bad for you?", "How can you tell?"
- * Show children, who are old enough, how to read labels so they will be able to choose nutritious foods.
- * Make rules for food selection such as: "Our family does not buy a food product if it contains a lot of sugar, if it has a premium packed in the box, or if it's over a certain price."
- * Let older children choose foods based on the guidelines you have set.
- * Point out highly advertised products. Ask questions such as: "Does this toy car look as attractive as it did on TV?", "Is this chocolate bar as big as it looked on TV?", "How did the advertiser make the toy, chocolate bar, etc., look so good in the commercial?"
- * When possible, look inside toy packages. Ask questions such as: "Is this toy as big as it looked in the picture on the box?", "Does it look the same as in the picture?"
- * Take your children shopping when you are buying something for them. They will be interested in learning how to choose such things as toys, batteries, bicycles, records, tapes, and hobby equipment. Discourage making choices for advertising induced reasons such as "I want it because it looks like fun," "because everyone else has one," "because it's in a pretty box." Show them how to determine whether the items are well made, suitable for their ages, etc. Talk about comparing prices and brand names.
- * If you are shopping for an unfamiliar item, gather the information you need before you go shopping. Show your older children how to use product test reports. Talk to people who are knowledgeable about the items.
- * If your child wants a certain item, have him ask friends who already own the item questions such as: "How long have you had it?", "Is it fun to play with?", "Does it still work?"
- * Talk about in-store advertisements and marketing techniques. Ask questions such as: "Why did they stack all this macaroni or canned corn at the end of the aisle?", "Why are these chocolate bars and magazines right next to the check-out counter?", "Do you think this 'special offer' is a good deal?"
- * Explain your reasons for buying or not buying certain items.

3. LET YOUR CHILDREN DO THEIR OWN SPENDING

After carefully training your children during shopping trips together, let them buy things on their own. Start with something simple and gradually work up to more complicated purchases. It is important to give advice and supervision. Talk about the items that the children are to buy before they go to the store. Be sure they know how to make wise choices. If left on their own too soon, children may develop poor buying habits that will remain with them for many years.

4. INCORPORATE CONSUMER LESSONS INTO PLAY ACTIVITIES

You can teach many consumer lessons by suggesting play activities that suit your children's ages and experiences. Games such as pretending to be a store manager or an actor in a TV commercial take the mystery and romance out of advertising and help children understand it better. Some questions and suggestions are offered below:

- * Save cereal boxes. Ask your children to pretend that they are package designers. Have them cut out paper the size of the box, choose a catchy name, color the paper and glue or tape it to the box. They could even incorporate a premium offer if they wish. The idea is to make the package as appealing as possible. Young children might like to color in a design that you draw. Save and wash empty cans and have the children make labels. Make chocolate bar wrappers too, along with any other type of package you or your children find interesting.
- * The boxes and cans can be used in a play store. Encourage your children to use the marketing techniques they have seen and discussed during shopping trips with you. For example, they can have a special sale, make an end-of-aisle display or place impulse items at their check-out counter.
- * After returning home from a shopping trip, play-act the situations you have encountered. For example, you could be a toy salesman and your children could take turns being consumers, and asking questions about the toys. Then switch roles. Encourage your children to ask questions such as: "What is it made of?", "How long will it last?", "How much does it cost?"
- * Look through comic books, magazines, and catalogues together. Talk about the mail order advertisements you see. You might allow your children to order something such as a "toy soldier" or some "live sea horses." Ask questions such as: "Do you think that you have had to wait too long for your order?", "Where else could you have bought this item?", "Would it have been less expensive if you bought it someplace else?", "Is it as nice as you expected it to be?"
- * Have your children make up a TV commercial for a well known or imagined product. Ask them questions such as: "How can you make the product look better than it really is?", "What can the advertiser say to make people want to buy it?", "What sound effects could be added?", "How should the people in the commercial act?" Your children can take turns coloring or painting background scenery, making sound effects and being the director, cameraman, actor, etc. Ordinary household items can be used as props. A child's imagination can easily turn a flashlight into a dazzling spotlight or a bottomless box into a TV screen.

5. SAY MORE THAN "YES" OR "NO"

Most children ask their parents to buy items they have seen advertised. They can learn a lot about being a consumer, depending on "how" their parents say "yes" or "no." Parents are often reluctant to say no, preferring to keep peace at home or quiet in the supermarket. This can lead to a snowballing of demands for advertised products. It is best to follow your instincts. Do not buy products of which you disapprove, even if it does result in conflict. Realize that advertised products are very tempting to children. It is natural that they will be upset when you say "no." Help your children learn from their purchase requests by trying some of the following suggestions:

- * Try to determine whether a request is merely a want of the moment or a sensible and creative want that would add to an interest or hobby.
- * Have older children carefully research the items they request and explain their reasons for wanting them.
- * Recognize your children's legitimate need to be "part of the group." A child might really need a bicycle, for example, in order to take part in the activities of his group. Try to meet such needs when possible to do so.
- * Avoid simply saying "no." Give a short and clear reason why you will not buy the item. Sympathetically discuss your reason.
- * Suggest alternatives to the products which your children request that are more in keeping with your standards. Explain why they are better.
- * If you agree to buy an item explain your reason for doing so.
- * Your example is more powerful than your words. Parents who are obviously under the spell of advertisers, impulsively buying what they want when they want it, will find it more difficult to deal with their children's demands.

6. LET YOUR FEELINGS BE KNOWN

If you have a complaint about a children's TV commercial tell the station on which the commercial appeared and write to the following address: Children's Advertising Section, Advertising Standards Council, 1240 Bay Street, Suite 302, Toronto, Ontario, M5R 2A7. Older children can help you write the letter.

If you do not like a certain product or package, let the manufacturer know. If you do not like a store display which is directed to children, talk to the manager. Take action to ensure that advertising directed to children is fair and does not take advantage of their special sensibilities.

Remember that children influence each other. So, talk to your friends, family, and neighbors about children and advertising. If other parents teach their children how to critically analyze advertising, there will be less pressure on your children and you.

CHILDREN'S ALLOWANCES

INTRODUCTION

A major part of responsible parenting is the education of children in the basic skills required to function effectively in the Marketplace. Consumer behaviours and attitudes are learned early in life within the family.

Good money management is an important skill for young children because:

- * Young children are bombarded with "BUY! BUY!" messages.
- * Consumer choices have never been as plentiful, nor as difficult.
- * Money just doesn't stretch far enough to get all the things we "need" and "want". Effective decision-making about money matters can lead to greater satisfaction. Inflation enhances the importance of consumer skills.
- * Most of our life is spent <u>earning</u> money; and how we <u>spend</u> it determines, in large part, our lifestyle.
- * Consumer behaviours are learned at a young age and children readily absorb the attitudes and values of their parents.

Many parents find that a system of providing a regular weekly allowance encourages each child to develop a sense of responsibility in financial matters. Once the child recognizes the value of coins and has some understanding of the value of money, responsible money management can be learned quickly. A program for parents and children is contained in the Alberta Consumer and Corporate Affairs publication "LEARNING TO MAKE ALLOWANCES". This educational program is aimed at children aged 5 - 12. It provides detailed guidelines for parents interested in improving the money management skills of their children.

THE ALLOWANCE

An allowance is defined as a regular weekly amount of money provided to each child as its share of the family income. Family discussions should establish an amount that is appropriate for each child; the kinds of things which must be bought with the allowance; and which chores are expected. In order that the child may develop increasing skill and responsibility, it is important that the allowance be increased in accordance with the child's growing maturity.

cont'd

The following chart lists different items that might be included within the allowance.

SUGGESTED ITEMS TO BE BOUGHT FROM THE ALLOWANCE

	1				SMALL ITEMS OF CLOTHING
				SCHOOL LUNCHES	SCHOOL LUNCHES
,			SAVINGS	SAVINGS	SAVINGS
		FAMILY GIFTS AND CHARITY	FAMILY GIFTS AND CHARITY	FAMILY GIFTS AND CHARITY	FAMILY GIFTS AND CHARITY
	SCHOOL SUPPLIES	SCHOOL SUPPLIES	SCHOOL SUPPLIES	SCHOOL SUPPLIES	SCHOOL SUPPLIES
CANDY AND SNACKS	CANDY AND SNACKS	CANDY AND SNACKS	CANDY AND SNACKS	CANDY - AND SNACKS	CANDY AND SNACKS
TOYS	TOYS	TOYS•	TOYS	TOYS	TOYS
AGE 5-7	AGE 8	AGE 9	AGE 10	AGE 11	AGE 12

(AGE RANGES ARE APPROXIMATE)

A regular weekly allowance encourages children to handle their own transactions, to shop around for the best value, and to save for major purchases. It can teach them how to avoid impulse buying and how to resist the pressures of advertising.

Children will need the active assistance of their parents as they begin to experience the complexity of the Marketplace. This is where the allowance becomes a first-rate teaching tool. Careful observation and frequent family discussions will allow parents to develop maturity and responsibility in their children. Patience, tolerance and understanding will be required by parents in developing good money management skills. Remember, young children are only beginning to learn how to cope with money. Mistakes that they make are an essential part of learning. Only by learning how to learn from their mistakes can children really develop an individual and personal sense of responsibility.

Remember that children mature at very different rates. Forcing your child to cope with difficult concepts too early may slow his overall development. Research indicates that children are very money conscious at around 8 years of age.



"Nothing doing — I want my allowance in Swiss francs from now on!"

SOME BASIC GUIDELINES:

- * An allowance can be given to children as soon as they recognize the basic Canadian coins. (Usually about age 5 6)
- * A regular weekly allowance encourages the child to understand that "Money Doesn't Grow on Trees" and that priority choices have to be made.
- * The allowance should be reviewed regularly and every effort made to increase the number of items which the children buy for themselves.
- * It is important that children have some discretionary money left over after buying "essentials". This will encourage them to make personal choices on how their money is to be managed.
- * Each family must establish its own ground-rules about which chores are a normal part of the child's family responsibility. The allowance should not be withdrawn as a punishment.
- * As your children begin to earn their own income (baby-sitting, newspaper route, etc.) new family decisions will have to be made about the allowance.
- * Saving up for major purchases should be encouraged. By age 12 children should be capable of managing a Savings Account and regularly budgeting for the purchase of their own clothes. If the child spends his "<u>own</u>" money, parents can reasonably expect greater care to be taken of personal property.

SUMMARY:

A regular weekly allowance is a first-rate means of developing good consumer behaviours. The following concepts and skills should be taught during the child's early years:

- 1. Recognition of Canadian coins and bills.
- 2. Appreciation of the value of money.
- 3. Ability to set priorities for personal financial goals and save for them.
- Ability to "Comparison Shop" for the "Best Buy" and to make effective choices from a wide variety of products.
- 5. Ability to resist "impulse" buying and make effective financial decisions.
- 6. Understanding that financial priorities are essential, and that money is only a means of achieving personal goals.

Gradually increasing the amount of the allowance as your children mature will increase their sense of responsibility. In coping with today's complex market-place, the children need all the help they can get. It is important that basic money management skills are learned early so that the transition to adult independence is made easier.

If you are interested in more information about Children's Allowances write Box 1616, Edmonton, Alberta. T5J 2N9, and ask for a copy of "COSMIC COINSHIP I --- LEARNING TO MAKE ALLOWANCES". A copy can also be obtained from your nearest Regional Office of Alberta Consumer & Corporate Affairs. Discussion with friends and neighbours can also provide valuable information on ideas that work. The following books are useful references:

- * Alberta Consumer & Corporate Affairs, Box 1616, Edmonton, Alberta, T5J 2N9 Learning To Make Allowances, 1979.
- * LEE, Mary Price. Money & Kids; How to Earn It, Save It, & Spend It. Philadelphia: Westminster Press, 1973.
- * SUTHERLAND, Bruce. One Penny, Two Penny. Toronto. Sutherland Publication, 1977.
- * TAYLOR, Jack and A. TROELSTRUP. <u>The Consumer in American Society:</u> <u>Additional Dimensions</u>, N.Y.: McGraw-Hill, 1974.
- * WEINSTEIN, Grace W. <u>Making Allowances</u>: A <u>Parent's Guide</u>. November 1972 issue of Money Magazine.
- * WEINSTEIN, Grace W. Money of Your Own. N.Y.: Dutton, 1977.
- * Alberta Agriculture. A Child's Share of The Family Income, (Pamphlet), 1974.

CCA-05.156

CLEANING SERVICES UPHOLSTERY, CARPETS & DRAPERIES

Many homemakers rely on the competency of professional cleaners to clean their upholstery, carpets and draperies. Unfortunately, the results are not always satisfactory. Here are some precautions you can take to avoid disappointments.

TO AVOID PROBLEMS

Prevention of cleaning problems starts right at the point of purchase. When you purchase any textile product, whether it's drapery, carpeting, upholstery or clothing, find out how it's meant to be cared for and cleaned. Get the details in writing from either the manufacturer or the retailer. This way, you'll avoid buying problem fabrics. There actually are some upholstery fabrics that <u>cannot</u> be cleaned by any method. Once they're soiled - that's it! So, check out the fabric before you buy to make sure it is appropriate for your purposes.

When cleaning is necessary call several companies for information and estimates. Check the reputation of each firm by talking to your friends and neighbours or by calling the Better Business Bureau or your local Chamber of Commerce.

Be aware that, according to Alberta's Unfair Trade Practices Act, the final price you pay must be reasonably close to the estimate you are given. Be sure to get this figure in writing. Likewise, if a guarantee is offered, it too should be in writing. It's a good idea to ask the firm to outline the condition of the carpeting or draperies prior to cleaning. Some companies have a special form they use for this purpose.

You can help the cleaner do his job more effectively by pointing out spots and telling him what caused the stain. If you tried a home spot removal remedy, tell him what you did.

TO SOLVE PROBLEMS

Sometimes, even if you've taken precautions, you can still run into problems with cleaning services. The most common complaints regarding cleaning services involve shrinkage, discoloration, deterioration of fibres and residues left from shampoo. These problems may be the result of improper cleaning or they may reflect unrealistic expectations on the part of the consumer. Cleaning will not necessarily revitalize the fibres and make them as good as new. Actually, the cleaning process itself causes some wear and tear. If soil is deeply embedded and if the area has not been cleaned for some time, it may not be possible to remove all of the soil. In the case of draperies, sun damage may not be apparent until the cleaning process reduces them to shreds! It's not always easy to pinpoint the real reason for a dry cleaning problem.

In these situations, the Textile Analysis Service can be a great help. It is a testing laboratory operating in the Faculty of Home Economics at the University of Alberta. It was established in 1970 for the analysis of textile performance problems. It assists consumers and cleaners to resolve disputes by making an unbiased assessment of the fabric. For a fee of \$5.00, an experienced technologist will examine the textile item and, if necessary, perform laboratory tests to determine the cause of the problem.

If you're having trouble resolving a problem with a cleaner, suggest to him that you jointly contact the <u>Textile Analysis Service</u> for help. A reputable cleaner will be glad to do this. The address is:

Textile Analysis Service
Faculty of Household Economics
315B Printing Services Building
University of Alberta
EDMONTON, Alberta
T6G 2N1

Telephone: 432 3832

CCA-05.196

CONDOMINIUMS: A HOUSING & LIFESTYLE ALTERNATIVE

Condominiums are a relatively new and thriving housing alternative in Alberta. They offer a community-oriented lifestyle and, in some cases, they are more readily affordable than other housing alternatives. The cost of condominiums varies. Prices range from the inexpensive to the luxurious. Before deciding to buy a condominium, consider the following information.

TYPES OF CONDOMINIUMS

Condominiums are built in a variety of styles and locations. If you have children, you might decide that a townhouse condominium with a yard or a walk-up condominium with playground facilities, located in a residential area near schools, meets your needs. However, if you are single or if you are a working couple without children, a highrise condominium with recreational facilities near downtown may be more suitable. Condominium living is designed to accommodate a variety of lifestyles.

CONVENIENT SERVICES

Condominiums offer services and facilities not often found in other types of housing. Swimming pools, gymnasiums, even day care centres can be found in condominium complexes. In addition to recreational features, services such as building security and maintenance are often provided. These may appeal to people who are rarely home or who hate shovelling snow or mowing lawns.



"Just think, madam — no corners to dust!"

WHAT IS A CONDOMINIUM

Condominiums provide a mixture of individual and joint ownership. A "condominium" is defined as ownership of an individual unit and joint ownership of common property such as hallways, parking area and swimming pool. The condominium is governed by the <u>Condominium Property Act</u> and a set of registered by-laws established by a condominium board and its elected officers, who usually reside in the complex. In a condominium everyone is responsible for its maintenance.

WORKING TOGETHER

The success of a condominium depends heavily on the participation of its owners. Attending general meetings, and serving on the board of directors, which in some cases may be mandatory, are time consuming but part of the responsibility of being a condominium owner. Ensuring that the complex is properly managed and looked after is every owner's responsibility in this type of living style.

Since condominiums are joint ownership agreements, you should have an understanding of commonly shared areas. You should also be aware of your rights and responsibilities as a condominium owner. Some of these are listed below:

- * You have the right to vote in matters concerning the condominium.
- * You have the right of access to common areas.
- * You have a responsibility to participate in governing the condominium.
- * You have the responsibility to be aware of and abide by all resolutions.
- * You have the right of access to personal property.

CONDOMINIUM COSTS

The cost of owning a condominium varies. In addition to mortgage payments, taxes, and property insurance, you are also responsible for helping to maintain the condominium. Condominium expenses are shared by all the owners who establish and maintain a fund for this purpose. Condominium fees, usually paid on a monthly basis, pay for the maintenance of the common areas; the outside of the building and landscaping, electrical, heating and plumbing facilities, security, insurance and a replacement fund.

Condominium fees are not fixed. If expenses increase the fees must rise to cover the additional costs. It is in the best interest of the condominium

owner to pay to have the building maintained not only to provide for his own comfort and safety but also to protect his investment.

BUYING? WHAT YOU NEED TO KNOW

Buying a condominium is similar to buying a house. You should check the appearance, the quality of the construction, the neighborhood, and the title of the unit you intend to purchase.

There are some items that are different from purchasing a home. Here is a checklist to help you investigate:

- * Is the building plan properly registered?
- * Are the by-laws properly registered?
- * Are there back condominium fees owing on the unit?
- * Do you have a recent audited financial statement?
- * Do you have the names and phone numbers of the members of the board of the condominium corporation?
- * Do you know how the condominium is managed?
- * Do you know the extent of the insurance carried by the condominium corporation?
- * Do you know how much money is in the reserve fund for the condominium?
- * Do you have a copy of a recent budget?
- * Do you have a statement of expenses?
- * How many units are subleased?
- * What are the condominium fees?
- * How often are the fees paid?
- * Do you have a copy of the Condominium Property Act, 1979, Revised edition, from the Oueen's Printer?

Most of the information can be supplied by the secretary or treasurer of the condominium board and the condominium manager or management company. Talk to potential neighbors in order to derive different perspectives of the situation. Ask to see newsletters and minutes of board meetings.

DOCUMENTS YOU SHOULD HAVE

When purchasing a condominium from a developer, the initial owner of the project, there are seven documents you must receive not less than ten days prior to the execution of the purchase agreement. These documents are listed below:

^{*} The purchase agreement

- * The by-laws or proposed by-laws of the condominium development
- * Any management or proposed management agreement
- * Any recreational agreement
- * The lease of the parcel, if the land on which the development is built has been leased.
- * Any mortgage or proposed mortgage that effects the title to the unit
- * The condominium plan or proposed plan

If this information is not given to the buyer not less that ten days prior to the execution of the purchase agreement, the buyer can rescind the agreement and collect all money paid for the unit:

When purchasing a unit that has previously been sold, it is the purchaser he receives the necessary information. The ten-day period for receiving documents does not apply to condominium units that have had previous owners. The purchaser should ask the seller to give him the same documents that he would get if he were buying the condominium unit from a developer. The minimum number of documents the purchaser should have are the purchase agreement, a copy of the by-laws, terms of the mortgage, and the amount of the monthly condominium fee.

LEGAL ADVICE

The condominium market is a fairly new one. Many professional people who you would normally rely on for information are not fully aware of all the aspects of the condominium lifestyle. The onus is on the prospective condominium buyer. Since purchasing a condominium requires a great deal of knowledge and legal documentation, it is recommended that a lawyer, specializing in real estate and contracts, be retained.

POINTS TO REMEMBER

Before purchasing a condominium be sure to do the following:

- * Find out if you have to attend meetings and serve on the board of directors.
- * Get promises in writing.
- * Have a lawyer check out the agreement.
- * Do not make any commitment to purchase a condominium until it is completed and the plans are registered.
- * Check to see if the developer is keeping the controlling interest.
- * Make sure all the units are being sold.
- * Rented units often create problems due to a poor choice of tenants.

This tip sheet was produced with the co-operation of the Alberta Condominium Advisory Council. For further information contact them at the following address:

Alberta Condominium Advisory Council 18511 - 84th Avenue EDMONTON, Alberta T5T 1G4

Telephone: 481-2666

A copy of A Guide For Condominium Managers is available for \$5.00 from Alberta Consumer & Corporate Affairs, 9th Floor, Capitol Square, 10065 Jasper Avenue, Edmonton, Alberta, T5J 3Bl. If you wish the guidebook mailed to you an additional \$2.00 is required.

For more information on housing or other topics, write to Alberta Consumer & Corporate Affairs, Box 1616, Edmonton, Alberta, T5J 2N9, or contact your regional Alberta Consumer & Corporate Affairs office, for a copy of our publications list.

ALBERTA CONSUMER & CORPORATE AFFAIRS REGIONAL OFFICES

CALGARY 253-0909

Box 5880, Postal Station "A" 222 Centre 70 7015 Macleod Trail South Calgary, Alberta T2H 2M9

EDMONTON 427-5782

3rd Floor, Capilano Centre 9945 - 50th Street Edmonton, Alberta T6A OL4

FORT MCMURRAY 743-7231

9809 Main Street Fort McMurray, Alberta T9H 1T7 LETHBRIDGE 329-5360

501 Professional Building 740, 4th Avenue South Lethbridge, Alberta TlJ 0N8

PEACE RIVER 624-6214

Peace River Provincial Building 9621 - 96th Avenue Peace River, Alberta TOH 2X0

RED DEER 343-5241

Box 5002 4920 - 51 Street Red Deer, Alberta T4N 5Y5

CONSUMER EDUCATION TIP SHEETS

ADVERTISING GUIDELINES
ADVERTISING: TECHNIQUES OF PERSUASION
ALTERNATIVES TO PREMIUM LEADED GASOLINE
APPLIANCE REPAIRS
AUTO REPAIRS AND ESTIMATES: CONSUMER BE AWARE

BEING A GOOD CONSUMER BUYING A USED CAR BUYING TOYS CHILDREN'S ADVERTISING: A PARENT'S GUIDE CHILDREN'S ALLOWANCES CLEANING SERVICES - UPHOLSTERY, CARPETS & DRAPERIES CONSUMER EDUCATION SERVICES FOR ADULTS CONSUMER EDUCATION SERVICES FOR TEACHERS CONSUMER COMPLAINTS: BOTH SIDES OF THE COIN CONSUMER RELATIONS & YOU: REGIONAL SERVICES CO-SIGNING CREDIT CONTRACTS CREDIT WORTHINESS & CREDIT REPORTING AGENCIES DOOR-TO-DOOR SALES DRYCLEANING FOOD SHOPPING SKILLS FUNERAL PRACTICES: A GUIDE FOR CONSUMERS FURNACE CLEANING **GUARANTEES & WARRANTIES** HOME IMPROVEMENT CONTRACTING HOUSEHOLD MOVING IN DEBT? LANDLORD & TENANT ACT, 1979 LEGAL REMEDIES OF CREDIT GRANTORS MAIL ORDER BUYING MISLEADING REPAIR ESTIMATES PERSONAL SERVICES PURCHASING EYEGLASSES AND CONTACT LENSES RECORD AND BOOK BUYING CLUBS REFUNDS, DEPOSITS, AS IS & DAMAGED GOODS RESPONSIBLE CREDIT USE SALES: CHECK OUT THE SAVINGS SHOP AROUND SHOPPING FOR MAJOR APPLIANCES TELEVISION REPAIRS TRUTH IN SELLING: UNFAIR TRADE PRACTICES ACT UNSOLICITED MAIL VACATION PLANNING

OTHER PUBLICATIONS

BEFORE YOU GO UNDER: A SELF-HELP FINANCIAL MANAGEMENT GUIDE
COSMIC COINSHIP I: LEARNING TO MAKE ALLOWANCES
CREDIT: PUTTING IT ALL TOGETHER
UNFAIR TRADE PRACTICES

CCA-05 157

CONSUMER EDUCATION SERVICES FOR ADULTS

The Consumer Education Program of Alberta Consumer & Corporate
Affairs offers a number of services which are designed to provide
learning opportunities for adult Albertans. The following principles
guide the development of these services:

- * In a complex marketplace, consumers need effective information on which to base responsible decisions. Decision-making is a basic life-coping skill requiring systematic goal setting and the exercise of personal choice.
- * Most adult learning is self-directed and happens without a formal structure. This calls for an emphasis on self-help programs which provide information directly to the learner at the moment of need.
- * Prevention is better than cure.
- * Effective consumer education programs recognize that adults have different concerns at different stages of their lives.
- * Adults learn in many different ways. Programs should therefore utilize appropriate media in a number of flexible ways.
- * Wherever possible, our programs should be delivered in close cooperation with other agencies to avoid duplication.

SERVICES

The Consumer Education Program is delivered through six regional offices in order to serve local needs in the most direct way. Initial requests should be addressed to the Regional Director. Addresses and phone numbers are provided on the last page of this tip sheet.

 CONSUMER EDUCATION MATERIALS: AN ANNOTATED LIST, UPDATE 1980, and UPDATE 1981.

These three publications list consumer education materials for adults as well as for students in grades 1-12. They have been distributed to every school and public library in Alberta and may also be viewed at any regional office. The materials listed are available for preview and program development from Alberta Consumer and Corporate Affairs Resource Centre.

2. RESOURCE CENTRE

The departmental Resource Centre houses one of the finest collections of consumer education materials in Canada. It is located at the following address: 7th Floor, Capitol Square, 10065 Jasper Avenue, Edmonton, Alberta T5J 3Bl. Telephone: 427-5215. The collection is intended to be a preview collection. Instructors are welcome to visit, phone or write the Resource Centre. Materials may be borrowed for three weeks. Some of the more popular resources available are discussed in this tip sheet,

beginning on page three.

3. CONSUMER EDUCATION 16mm FILM LIST

This is an annotated list of films, purchased by Alberta Consumer and Corporate Affairs, that are available from the Provincial Film Library, 11510 Kingsway Avenue, Edmonton, Alberta T2G 2Y5. A copy of the list can be viewed at any regional office.

4. COURSES

A variety of short courses can be arranged for specific groups. Content and scope are determined after discussion with you about group needs. Specific areas include:

- * Money Management, Budgeting
- * Credit Use & Abuse, Types of Credit, Getting Out of Debt
- * Financial Planning for Pre-married Groups
- * Comparison Shopping, Door-to-Door Sales, Contracts, How To Buy A Used Car, Warranties & Guarantees
- * Advertising & Family Lifestyles
- * Alberta's Unfair Trade Practices Act
- * Licensing of Businesses

Other consumer education courses or presentations can be arranged in consultation with the Regional Director. Please allow sufficient time for consultation and preparation. We make every effort to provide a program that meets the needs of any specific target audience within the time available to you.

5. MEDIA CONTACTS

Assistance can be given with T.V., radio, newspaper and other media programs.

6. SPEAKERS

Guest speakers can be arranged for appropriate events such as conventions, panels, courses or media interviews.

7. DISPLAYS

Displays of consumer education materials can help you with community events.

8. CONSULTATION

Detailed advice on setting up consumer education programs can be arranged, either locally through your Regional Director, or through the Consumer Education Program in Edmonton.

9. WORKSHOPS

Specialized workshops for the helping professions can be arranged on request. These workshops provide awareness of consumer problems, provide accurate information and are designed to assist other agencies in carrying forward their programs.

10. OTHER SERVICES

In addition to these services, the Consumer Education Program maintains liaison with other social agencies in joint-programming projects. The Department also conducts direct public information campaigns, and produces new consumer education materials. Input is always welcomed by the Regional Director in determining new program priorities.

AUDIO-VISUAL MATERIALS

Learning resources in many formats play a large part in effective adult education programs. A major emphasis of the Consumer Education Program is the development and production of high quality resources which provide accurate information. Discussion leaders may be needed to facilitate group discussion and draw on the experiences of your group. You do not always need an expert to teach in the traditional way if materials are used to impart the information.

The following list highlights some of the more popular resources. The three publications "Consumer Education Materials: An Annotated List", "Update 1980" and "Update 1981", which were discussed on page 1, provide a more complete catalogue of available materials. Except where otherwise noted the following materials may be borrowed from the Resource Centre or from any Regional office.

1. TEACHING PACKAGES

Before You Go Under: An Instructional Package On Money Management 16mm film, colour, 4 mins. (Also available on 3/4" and 1/2" videotape). Overhead transparencies. Sample booklet. Case studies. Duplicating masters. Teacher's guide. C1979.

This teaching package was developed around the T.V. commercials, case studies and booklet used in an advertising campaign conducted by Alberta Consumer & Corporate Affairs in 1979. Topics discussed are family tension, impulse buying, credit card abuse, unexpected expenses and money problems of singles.

<u>Buying Toys</u> Two sets of slides. Overhead transparency. Duplicating masters. Sample tip sheets and other publications. Teacher's guide. C1981.

Buying Toys is an information package from which an instructor can organize a presentation in a number of ways, for a variety of audiences. The concept of "play value" is central to the discussion of child development, principles of toy buying, and hazardous toys. The instructor will pick and choose from a library of slides to suit the needs of the audience and the presentation.

Buying A Used Car 16mm film, colour, 12 mins. (Also available on 1/2" videotape). Overhead transparencies. Duplicating masters. Teacher's guide. C1977.

People can often avoid problems associated with the purchase of a used car. Authentic case studies stress the importance of deciding what you need and can afford before touring the used car lots. Suggestions are provided for conducting a general on-the-lot inspection, checking for liens, and arranging financing.

<u>Guarantees and Warranties</u> Overhead transparencies. Duplicating masters. Sample tip sheet. Teacher's guide. C1980.

Checking out the guarantee or warranty is an important part of many purchases. This package outlines how to judge the value of guarantees and warranties offered on consumer products such as household appliances and radios.

Help Yourself 16mm film, colour, 7½ mins. (Also available on 1/2" videotape). Overhead transparencies. Duplicating masters. Teacher's guide.

Shoppers have rights and responsibilities in the marketplace. However, lack of knowledge often creates problems and misunderstandings. A series of four case studies drawn from the files of Alberta Consumer & Corporate Affairs reviews the rights and obligations of consumers. Questions often arise with respect to warranties, guarantees, refund and exchange policies and contracts. Suggestions are outlined by which a shopper can become informed before a purchase is made.

Home Improvements 16mm film, colour, 10½ mins. Overhead transparencies.

Duplicating masters. Teacher's guide. C1977.

All too often home improvement projects result in headaches rather than improvements. Results should not be left to chance, nor should the entire responsibility be placed upon the contractor. In order to turn your ideas into reality, the contractor must receive a clear idea of exactly what you want. Basic steps are outlined to help ensure success when contracting for a home improvement project.

If Wishes Were Horses: An Instructional Package On Consumer Debt and Money

Management 3/4" or 1/2" videotape, colour, 28 mins. Overhead transparencies.

Duplicating masters. Teacher's guide. C1981.

The videotape "If Wishes Were Horses", is from the ACCESS Alberta series, "The Family & The Law". The potential for financial difficulty in a credit card society is great. This package takes a look at some of the habits and attitudes which lead to consumer debt, as well as some remedies. Resources are included to help people assess their current debt, set goals, and priorities and then set up a budget. This teaching package is also available from ACCESS Alberta.

Lost In The Fine Print: An Instructional Package On The Rights and
Responsibilities of A Consumer 3/4" or 1/2" videotape, colour, 28 mins.
Overhead transparencies. Duplicating masters. Teacher's guide.
C1981.

The videotape, "Lost In The Fine Print", is from the ACCESS Alberta series, "The Family & The Law". Buying a used vehicle is one of the most complicated consumer purchases, as the hero of the videotape finds. The package is divided into three areas; how to buy a used vehicle, what to look for before signing a contract, and what steps to take in settling consumer complaints. Emphasis is given to determining the actual cost of owning and operating a vehicle. This teaching package is also available from ACCESS Alberta.

Mail Order Buying 3/4" or 1/2" videotape, colour, 12 mins. Overhead transparencies. Sample booklets and tip sheets. Case studies. Duplicating masters. Teacher's guide. C1980.

The number of mail order transactions conducted in Canada is so large that problems are certain to occur. Steps are outlined for preventing and solving such problems. Common advertising techniques are discussed. The videotape is a segment of a CBC TV Marketplace program.

Takin' Care of Business 16mm film, colour, 10¼ mins. Overhead transparencies.

Duplicating masters. Teacher's guide. C1977.

Takin' Care of Business was developed as a motivational tool for educators to assist individuals in developing an awareness of the need for money management. The package was designed for use with young adult audiences such as pre-marriage groups. Fast-paced music and glossy visuals are modelled on the advertising techniques which seek to persuade young adults to buy now, pay later. Outlines are included for several group exercises. Two complete discussion guides outline presentations on: "A Rationale for Budgeting" and "The Mechanics of Budgeting".

NOTE: EXTENSIVE PREPARATION TIME IS REQUIRED FOR USING THE FOLLOWING PACKAGE

<u>Credit</u> Overhead transparencies. Group involvement exercises. Sample tip sheets. Duplicating masters. Teacher's guide. C1980.

This comprehensive package is intended for advanced study. The major topics explored are attitudes towards credit, credit terminology, credit reporting, legal rights and responsibilities, how to solve credit problems and planning for credit. Suggestions for integrating complementary media resources are also provided. Please refer to the special note above regarding instructor preparation time.

2. THE COMPLETE CONSUMER

This 18 part videotape series is available from ACCESS Alberta, and is fully described in their catalogue. Dramatizations and an informative documentary style combine to provide an excellent course for adults or high school students. Program titles are listed below:

- * "What Is A Consumer"
- * "Consumer Lifestyles & Alternatives"
- * "The Business of Being A Consumer"
- * "Door-to-Door Sales"
- * "Getting Granny"
- * "Buying Personal Services"
- * "Health For Sale"
- * "Advertising"
- * "The Youth Market"

- * "Rationale For Budgeting"
- * "The Mechanics of Budgeting"
- * "Credit Use and Abuse"
- * "Types of Credit"
- * "Contracts"
- * "Housing Issues"
- * "Housing Transactions"
- * "Mobile Homes"
- * "Being A Better Consumer"

3. ULUSCHAK'S MARKETPLACE

The 98 cartoons in this booklet were drawn by Alberta's award winning cartoonist, Edd Uluschak. The cartoons are accompanied by discussion questions and suggestions for additional resources, and have been designed for easy conversion to overhead transparencies.

4. SOMETHING BORROWED, SOMETHING BLUE

This 28 minute drama was co-produced by ACCESS Alberta and Alberta Consumer & Corporate Affairs. It is the story of a young couple who go west with dreams of a bright future, but ultimately experience financial problems when they try to grasp all they can of the "good life". By stirring the audience's sympathy for the young couple, the drama motivates the viewer to consider how the problems might have been avoided. This item is available from the Resource Centre or any regional office in 16mm film, and in 3/4" and 1/2" videotape formats. Dubs are also available from ACCESS Alberta.

5. PAMPHLETS AND TIP SHEETS

Pamphlets and tip sheets, produced by Alberta Consumer & Corporate Affairs, are available on a wide variety of consumer topics. To receive an up-to-date list of the publications available, contact any regional office.

ALBERTA CONSUMER AND CORPORATE AFFAIRS REGIONAL OFFICES

CALGARY 253-0909 222 Centre 70 7015 Macleod Trail South Calgary, Alberta T2H 2M9

EDMONTON 427-5782
3rd Floor, Capilano Centre
9945 - 50th Street
Edmonton, Alberta T6A OL4

FORT MCMURRAY 743-7231 9809 Main Street Fort McMurray, Alberta T9H 1T7 LETHBRIDGE 329-5360 501 Professional Building 740 - 4th Avenue South Lethbridge, Alberta TlJ 0N8

PEACE RIVER 624-6214
Peace River Provincial Building
9621 - 96th Avenue
Peace River, Alberta TOH 2X0

RED DEER 343-5241 Box 5002 4920 - 51 Street Red Deer, Alberta T4N 5Y5

CCA-05.181

CONSUMER EDUCATION SERVICES FOR TEACHERS

The Consumer Education Program of Alberta Consumer and Corporate Affairs provides a number of services to teachers.

These services are designed to assist teachers in providing learning opportunities for students by integrating consumer education topics with the regular curriculum. The following principles guide the development of teacher services:

- * Prevention is better than cure. Students need the basic life-coping skills of decision-making and individual responsibility if they are to manage their consumer affairs responsibly.
- * Teachers need access to high quality learning resources in order to offer effective consumer education programs. If materials are used to provide accurate consumer information, the teacher is relieved from having to be an expert in this field.
- * Curriculum guidelines and policies of Alberta Education should be closely observed when dealing with consumer education topics.
- * An increasingly complex marketplace requires that consumers be informed in order to operate effectively. This demands that citizens learn to access accurate and up-to-date information on matters of consumer concern, analyse it and then make their decisions.

Consumer education topics can be integrated in a number of subject areas such as social studies, business education, language arts, home economics or math.

The services of the Consumer Education Program are available through six Regional Offices in order to serve local needs in the most direct way. Requests should be addressed to the Regional Director, except where otherwise indicated.

1. CONSUMER EDUCATION MATERIALS: AN ANNOTATED LIST

This publication lists consumer education materials for adults and students. Copies have been distributed to every school and public library in Alberta, and may also be viewed at any Regional Office. The materials listed are available for preview and program development from Alberta Consumer and Corporate Affairs' Resource Centre. Teachers are expected to order materials for classroom use directly from the suppliers through their school librarians.

2. RESOURCE CENTRE

The departmental Resource Centre houses one of the finest collections of consumer education materials in Canada. It is located at the following address: 7th floor, Capitol Square, 10065 Jasper Avenue, Edmonton, Alberta, T5J 3B1. Telephone: 427-5215. The collection is intended to be a preview

collection. Teachers are welcome to visit, phone or write the Resource Centre. Materials may be borrowed for three weeks.

3. TEACHER IN-SERVICE WORKSHOPS

Staff of the Consumer Education Program offer workshops and presentations on suitable resources for consumer education programs. Every effort is made to design sessions that meet your needs. Please address requests to: Director, Consumer Education and Information Program, Alberta Consumer and Corporate Affairs, 10065 Jasper Avenue, Edmonton, Alberta, T5J 3Bl. Telephone: 427-2201.

4. CLASSROOM ASSISTANCE

Consumer Relations Officers from each of the six Regional Offices are prepared to offer materials and possibly speak to high school or adult classes on the following topics:

- * money management, budgeting
- * credit use and abuse, types of credit, getting out of debt
- * financial planning for pre-married groups
- * comparison shopping, door-to-door sales, contracts, how to buy a used car, guarantees and warranties, home improvements
- * advertising and family lifestyles
- * Alberta's <u>Unfair Trade Practices Act</u>
- * housing alternatives
- * licensing of businesses

Other topics may be arranged in consultation with the Regional Director. Please allow three to four weeks for preparation and scheduling.

5. TEACHING PACKAGES

A number of teaching packages are available for use by teachers. The detailed teaching manuals allow for effective classroom delivery by teachers in any subject area. Except where otherwise noted, the teaching packages may be borrowed from any Regional Office or from the Resource Centre.

Before You Go Under: An Instructional Package on Money Management 16 mm film, color, 4 mins. (also available on 3/4" and 1/2" videotape). Overhead transparencie Sample booklet. Case studies. Duplicating masters. Teacher's guide. c. 1979.

This teaching package was developed around the TV commercials, case studies and booklet used in the advertising campaign conducted by Alberta Consumer and Corporate Affairs in 1979. Topics discussed are family tension, impulse buying, credit card abuse, unexpected expenses, and money problems of singles.

<u>Buying Toys</u> Two sets of slides. Overhead transparency. Duplicating masters. Sample tip sheets and other publications. Teacher's guide. c. 1981.

Buying Toys is an information package from which an instructor can organize a presentation in a number of ways, for a variety of audiences. The concept of "play value" is central to the discussion of child development, principles of toy buying, and hazardous toys. The instructor will pick and choose from a library of slides to suit the needs of the audiences and the presentation.

Buying a Used Car 16 mm film, color, 12 mins. (also available on 1/2" videotape). Overhead transparencies. Duplicating masters. Teachers's guide. c. 1977.

People can often avoid problems associated with the purchase of a used car. Authentic case studies stress the importance of deciding what you need and can afford before touring the used car lots. Suggestions are provided for conducting a general on-the-lot inspection, checking for liens, and arranging financing.

Guarantees and Warranties Overhead transparencies. Duplicating masters. Sample tip sheet. Teacher's guide. c. 1980.

Checking out the guarantee or warranty is an important part of many purchases. This package outlines how to judge the value of guarantees and warranties offered on consumer products such as household appliances and radios.

Help Yourself 16 mm film, color, 7½ mins. (also available on 1/2" videotape). Overhead transparencies. Duplicating masters. Teacher's guide. c. 1977.

Shoppers have rights and responsibilities in the marketplace. However, lack of knowledge often creates problems and misunderstandings. A series of four case studies drawn from the files of Alberta Consumer and Corporate Affairs reviews the rights and obligations of consumers. Questions often arise with respect to warranties, guarantees, refund and exchange policies, and contracts. Suggestions are outlined by which a shopper can become informed before a purchase is made.

Home Improvements 16 mm film, color, 10½ mins. Overhead transparencies. Duplicating masters. Teacher's guide. c. 1977.

All too often home improvement projects result in headaches rather than improvements. Results should not be left to chance, nor should the entire responsibility be placed upon the contractor. In order to turn your ideas into reality, the contractor must receive a clear idea of exactly what you want. Basic steps are outlined to help ensure success when contracting for a home improvement project.

If Wishes were Horses: An Instructional Package on Consumer Debt and Money Management 3/4" or 1/2" videotape, color, 28 mins. Overhead transparencies. Duplicating masters. Teacher's guide. c. 1981.

The videotape, "If Wishes Were Horses," is from the ACCESS Alberta series "The Family and the Law."

The potential for financial difficulty in a credit card society is great. This package takes a look at some of the habits and attitudes which lead to consumer debt, as well as some remedies. Resources are included to help people

assess their current debt, set goals and priorities, and then set up a budget. This teaching package is also available from ACCESS Alberta.

Lost in the Fine Print: An Instructional Package on the Rights and Responsibilitie of a Consumer 3/4" or 1/2" videotape, color, 28 mins. Overhead transparencies.

Duplicating masters. Teacher's guide. c. 1981.

The videotape, "Lost in the Fine Print," is from the ACCESS Alberta series "The Family and the Law."

Buying a used vehicle is one of the most complicated consumer purchases, as the hero of the videotape finds. The package is divided into three areas; how to buy a used vehicle, what to look for before signing a contract, and what steps to take in settling consumer complaints. Emphasis is given to determining the actual cost of owning and operating a vehicle. This teaching package is also available from ACCESS Alberta.

Mail Order Buying 3/4" or 1/2" videotape, color, 12 mins. Overhead transparencies. Sample booklets and tip sheets. Case studies. Duplicating masters. Teacher's guide. c. 1980.

The number of mail order transactions conducted in Canada is so large that problems are certain to occur. Steps are outlined for preventing and solving such problems. Common advertising techniques are discussed. The videotape is a segment of a CBC TV "Marketplace" program.

Takin' Care of Business 16 mm film, color, 10½ mins. Overhead transparencies. Duplicating masters. Teacher's guide. c. 1977.

Takin' Care of Business was developed as a motivational tool for educators to assist individuals in developing an awareness of the need for money management. The package was designed for use with young adult audiences such as pre-marriage groups. Fast-paced music and glossy visuals are modelled on the advertising techniques which seek to persuade young adults to buy now, pay later. Outlines are included for several group exercises. Two complete discussion guides outline presentations on "A Rationale for Budgeting" and "The Mechanics of Budgeting."

NOTE: EXTENSIVE PREPARATION TIME IS REQUIRED FOR USING THE FOLLOWING PACKAGE.

<u>Credit</u> Overhead transparencies. Group involvement exercises. Sample tip sheets. Duplicating masters. Teacher's guide. c. 1980.

This comprehensive package is intended for advanced study. The major topics explored are attitudes toward credit, credit terminology, credit reporting, legal rights and responsibilities, how to solve credit problems, and planning for credit. Suggestions for integrating complementary media resources are also provided. Please refer to the special note above regarding instructor preparation time.

Children's Advertising: A Parents' Workshop 16 mm film (also available on 1/2" and 3/4" videotape). Overhead transparencies. Duplicating masters. Teacher's guide. c. 1981.

This kit is a teacher's guide to conducting a workshop on children's dvertising for parents with children 5 to 12 years of age. The workshop will elp parents identify the facts and central issues concerning children's advertising advertising them practical suggestions for teaching their children to critically halyse advertising messages. The film in this kit is titled "Seeing through bommercials."

omething Borrowed, Something Blue 16 mm film (also available on 1/2" and 3/4" video-ape). Duplicating master. Teacher's guide. c 1981.

This teaching package is also available from ACCESS Alberta.

The teaching package explores the problems of financial mismanagement, and he stress it causes in human relationships. "Something Borrowed, Something Blue" s about a young couple who go west with dreams of a bright future, but ultimately xperience financial problems when they try to grasp all they can of the "good ife". By stirring the audience's sympathy for the young couple, the drama motivates he viewer to consider how the problems might have been avoided. This 28 min. drama as co-produced by ACCESS Alberta and Alberta Consumer and Corporate Affairs.

Teacher's guide includes background information and discussion questions. ote: Some modification is necessary for use with rural audiences.

THE COMPLETE CONSUMER

This eighteen part videotape series is available from ACCESS Alberta, and is ully described in their catalogue. Dramatizations and an informative documentary tyle combine to provide an excellent course for adults or high school students. The programs are listed below:

- * "What Is a Consumer"
- * "Consumer Lifestyles and Alternatives"
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- * "Housing Issues"
- * "Housing Transactions"
- * "Mobile Homes"
- * * "Being a Better Consumer"

CONSUMER EDUCATION 16 mm FILMS

Consumer Education 16 mm films, purchased by Alberta Consumer and Corporate Affairs, are available for preview from the Resource Centre. The films must be reserved at least two weeks in advance, and are loaned over a four-day period. Annotated lists of the films are available from the Resource Centre or any regional office.

8. CALLING CAPTAIN CONSUMER

This twenty-seven part TV series is available from ACCESS Alberta, and is fully described in their catalogue. It provides a complete overview of consumerism for students in grades 4-9. After careful preview, teachers may choose to use parts of the series in other grades. A teacher's guide is available from ACCESS.

9. SCHOOL BOOK BRANCH

Three consumer education projects are available to teachers for one dollar each from the School Book Branch of Alberta Education.

Themes related to advertising are covered in the kit entitled "Advertising Helps Good Things Happen: A Teacher's Guide to a Resource Unit in Consumer Education." The kit is designed for use at the upper elementary and junior high school levels.

The "Cost Project", developed by and for teachers of grades 1-6, shows the multidisciplinary and interdisciplinary nature of consumer education. It advises on the suitability of various topics for specific subject areas. The emphasis is on developing consumer decision-making skills.

"Teaching Consumer Education through the Regular School Program" shows teachers how they can integrate consumer education in the existing school curriculum. It was developed by and for teachers of grades 1-12 in co-operation with Alberta Education and Alberta Consumer and Corporate Affairs.

10. ULUSCHAK'S MARKETPLACE

The ninety-eight cartoons in this booklet were drawn by Alberta's award winning cartoonist, Edd Uluschak. The cartoons are accompanied by discussion questions and suggestions for additional resources, and have been designed for easy conversion to overhead transparencies. One copy of "Uluschak's Marketplace" has been sent to each junior and senior high school library in Alberta. Copies are also available at any Regional Office.

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RED DEER 343-5241 Box 5002 4920-51 Street

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CCA-05.179

CONSUMER COMPLAINTS

BOTH SIDES OF THE COIN

The consumer is not always right - but neither is the store owner, sales clerk, plumber, home renovator, or manufacturer. Consumers sometimes do not read the store's "No returns" sign. Products may not live up to sales claims. As a result, thousands of complaints are lodged every year in Alberta. Some arise from misunderstandings and can be easily remedied. Others are serious and may wind up in court. Most can be settled if the buyer and seller recognize each other's rights and responsibilities, and use common sense.



"Are you insinuating that I'm trying to sneak out without paying?"

FOR THE CONSUMER

Preventive Medicine

By following these simple guidelines consumers could avoid many problems.

* Comparison shop. By looking at prices, guarantees, service agreements and other features in several stores, you can avoid the frustration of discovering you could have received a better deal elsewhere.

- * Buy from reputable businesses. Check a company's reputation with the local Better Business Bureau. Ask friends and relatives where they shop for specific items.
- * Ask about the store's policy on refunds and exchanges. You may not be entitled to them.
- * Choose carefully. Have a firm idea of what you are looking for before shopping. Avoid impulse buying.
- * Remember that most contracts are binding. If you change your mind about a purchase or find a better price elsewhere, you are usually bound by the original agreement.
- * Keep records of your transactions. These include sales slips, cancelled cheques, copies of advertisements, contracts, bills and any other materials that document your case.
- * Make sure you understand all instructions and terms of the guarantee before buying. If the label on your new sweater says "Dry Clean Only", do not expect it to hold its shape after you wash it.
- * Extravagant product claims? If it sounds too good to be true, it probably is.
- * Be particularly careful when buying by mail. If possible do not pay until the goods are delivered.
- * When dealing with door-to-door sellers, ask to see their provincial direct seller's license.

HOW AND TO WHOM TO COMPLAIN

- * Before going to the store, make sure your complaint is legitimate. Do you have reasonable expectations about the product? Do you understand the store's refund policy?
- * Don't lose your temper. Explain your problem clearly and calmly to the sales clerk.
- * If the sales clerk is unable to help you, see the manager. Be prepared to explain what you want done about your complaint.
- * Negotiate. Although some stores may not give refunds, you may persuade the merchant to exchange your purchase or make alternate arrangements.

- * Still no satisfaction? Send a registered letter to the person in charge or hand-deliver it. The following information should be included: your name, address and telephone number; the name and type of product purchased, date of purchase and price paid, an outline of the problem and your attempts to solve it, copies of receipts, work orders and any other documentation, and what you want the company to do about your problem. Keep a copy of the letter.
- * Contact local consumer organizations, the Better Business Bureau or the local Chamber of Commerce and ask for their assistance after you have tried to settle the complaint directly.
- * Get in touch with any industrial or trade associations to which the company or store belongs and ask for assistance.
- * If you have signed an agreement to make regular payments on your purchase, send a copy of your letter to the company or bank from which credit was obtained.
- The Unfair Trade Practices Act in Alberta protects you against false, misleading or deceptive representations. If you have a complaint which falls in this area, contact the nearest Regional Office of Alberta Consumer and Corporate Affairs. They may be able to assist.
- * When dealing with door-to-door sales people additional protection applies under The Direct Sales Cancellation Act. You may, within four days of receiving a copy of the contract, cancel a contract solicited, negotiated and signed in your home. To do this, send a letter to the seller's address shown on the contract. You do not have to give a reason for requesting cancellation. If you have paid a deposit, it must be refunded.
- * If you have been unsuccessful in resolving what you believe to be a valid complaint, contact the nearest Regional Office of Alberta Consumer and Corporate Affairs. They may be able to assist in reaching a solution.
- * File a claim in Small Claims Court if the amount is \$1,000 or less. Further information about Small Claims Court is available from the Alberta Attorney General's office, listed under Government of Alberta in your telephone directory.

Preventive Medicine

One of the best ways to avoid misunderstandings and complaints is to make sure customers understand the store's policy on refunds and exchanges.

- * Post notices about your store's refund and exchange policy so that customers and staff can easily read them.
- * Be specific. "Absolutely no refunds or exchanges" is more straightforward than "Sales are final".
- * If you offer exchanges or credits but not refunds, make sure the buyer clearly understands the difference.
- * State clearly to which items your policy does not apply. For example, if you do not exchange bathing suits, make sure the customer knows this.
- * Make sure customers understand the conditions. If a sales receipt is required for a refund, state this clearly.

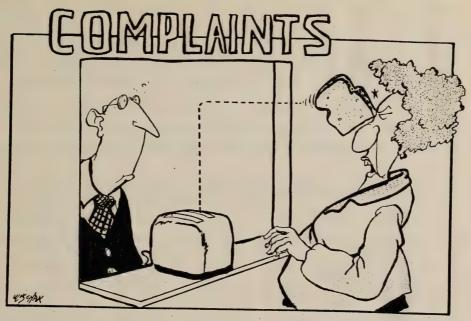
Honesty, of course, is a store's best policy.

- * Do not use terms that are misleading. Do not claim something will last "a lifetime" if it will really last only five years with normal use. The customer who may be perfectly satisfied with a product which will last for five years is bound to be unhappy if you raise unrealistic expectations.
- * Familiarize your staff with consumer protection legislation. Make sure they know that exaggerated sales claims which may mislead consumers are contrary to The Unfair Trade Practices Act. If they are selling door-to-door, they should understand the licensing requirements of The Direct Sales Cancellation Act, including the provision regarding the four-day cooling off period.

These additional common sense suggestions may also avert trouble.

- * Staff should know how long deliveries, repairs and other services will take.

 Do not let them make promises that you cannot keep.
- * If you are unable to deliver on the date promised, call the buyer and explain the circumstances. By affording the consumer this courtesy you may be able to save the sale.
- * Make sure all staff understand the company's policies particularly those involving refunds and exchanges.



" See! "

HOW TO HANDLE COMPLAINTS

- * Make sure your staff members are polite to the complainant and refer all unresolved disputes to the manager.
- * Respond quickly. A customer who feels ignored may become more irate.
- * Develop a policy for dealing with complaints and inform your staff. Many businesses require staff to file complaint forms which include the type of complaint and the action taken.
- * If a Consumer Affairs Complaints Officer, lawyer, newspaper consumer columnist or other mediator is brought in, cooperate. Let them know your side of the dispute, so they can help find a satisfactory solution.
- * Be prepared to negotiate. Bending a rule, particularly when some issues remain in doubt, may earn you a steady customer.

- * Be calm and considerate. Explain the situation fully from your point of view. Admit your errors frankly or explain where the customer is wrong. Remember, it takes skill and experience to cope with complaints.
- * Any cause for customer dissatisfaction is never regarded as trivial by the customer, however insignificant it may seem to you. Initial dissatisfaction, if not corrected, can lead to confrontation and loss of customers.
- * If you are certain the customer is mistaken, politely but firmly explain your reasons. If the complaint involves your refund and exchange policy, point out your prominently displayed refund and exchange policy notice.

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Box 5880, Postal Station "A" 222 Centre 70 7015 Macleod Trail South Calgary, Alberta T2H 2M9

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LETHBRIDGE 329-5360

501 Professional Building 740-4 Avenue South Lethbridge, Alberta T1J 0N8

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Peace River Provincial Building 9621-96 Avenue

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RED DEER 343-5241
Box 5002
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T4N 5Y5

CO-OPERATIVES AND HOUSING

People who pool their buying power and talent in the form of a co-operative can improve their housing situation. They can reduce the cost of housing, increase their say in the management of their housing project, and be assured that they will have a place where they can live for a long time. If you enjoy working and co-operating with others this may be an attractive housing alternative for you.

TYPES OF CO-OPERATIVES IN HOUSING

BUILDING CO-OPERATIVES

The Co-op Housing Branch has two programs designed to allow families to help themselves acquire a home of their own. The homes built under CHAP and HOP belong to the members, not to the co-operatives, and the members can derive the usual benefits from holding the property.

Co-operative Housing Action Program (CHAP)

CHAP provides assistance to those families who are willing and able to supervise the construction of their own home. The assistance takes several forms:

- 1. Training. CHAP members learn how to participate in the building and financing of their home in a 12 week course.
- 2. Material purchase. CHAP members benefit from the large volume purchase of building materials at lower cost.
- 3. Information exchange. CHAP members exchange information regarding subcontractors, building materials, and construction techniques.
- 4. Help financing. CHAP will help its members to apply for various types of subsidized mortgages if they qualify. Low income families may have access to land at reduced rates.

Although some groups have priority over others in CHAP, there is no income limit or house size restriction with the program.

Homeowners Program (HOP)

HOP provides assistance to families who would like to own their own home but do not have the time or the skills to contract its building themselves. They can have their home contracted and still benefit from the reduced material cost, information exchange, and financing advice available to CHAP members.

CONTINUING CO-OPERATIVE HOUSING

In Continuing Co-operative Housing the co-operative corporation builds,

buys, or leases a housing complex and the member-co-owners manage it. The members have all the rights and responsibilities of a landlord, however, the members do not benefit from the increased value of the property should they leave.

Being a member of this type of co-operative requires involvement in the self-government of the housing complex, with all the associated joys and headaches.

The advantages of this type of housing are a relatively lower cost, security of a place to live, and a say in the management of the housing complex.

THE CO-OPERATIVE HOUSING LIFESTYLE

With the cost of housing increasing, these co-operative housing alternatives are becoming more appealing to Albertans. CHAP members benefit by reducing the cost of their homes, however, they must put a great deal of time and effort into the project. Some find this very demanding; others regard it as a positive learning experience and gain pride in participating in the building of their own home.

Members of Continuing Co-operative Housing reduce the cost of housing. Moreover, some would argue that members develop a feeling of community that is hard to find these days. Others claim that a lack of privacy and a commitment of time and emotion are their greatest drawbacks.

You must think about it, talk to people with co-op housing experience, and decide for yourself if the co-operative lifestyle will suit you and your family.

IF YOU WANT TO GET STARTED

1. CHAP or HOP. Contact Alberta Housing and Public Works, Co-op Housing Branch Head Office, 10183-112 Street, Edmonton, Alberta, T6K 1Ml. Telephone: 427-4520.

Calgary - Co-op Housing Branch 104, 112-28 Street S.E. Calgary, Alberta T2A 6J9 Telephone: 273-7343

Fort McMurray - Co-op Housing Branch 10183-112 Street Edmonton, Alberta T6K 1M1 Telephone: 427-4592 (Edmonton)

791-7000 (Fort McMurray)

Edmonton - Co-op Housing Branch 10183-112 Street Edmonton, Alberta T6K 1M1 Telephone: 427-4592

Grande Prairie - Co-op Housing Branch 406, 4th floor Aberdeen Building 9728 Montrose Avenue Grande Prairie, Alberta T8V 5B6

Telephone: 539-2167

Lethbridge - Co-op Housing Branch c/o Alberta Home Mortgage Corporation

316-13 Street South Lethbridge, Alberta

T1J 2V6

Telephone: 328-4299

Red Deer - Co-op Housing Branch

16, 5560-45 Street Red Deer, Alberta

T4N 1L1

Telephone: 343-5257

Southern Alberta - Co-op Housing Branch

#104, 112-28 Street S.E.

Calgary, Alberta

T2A 6J9

Telephone: 273-7343

Peace River - Co-op Housing Branch Box 36, Bag 900, Provincial Building 9621-96 Avenue

Peace River, Alberta

TOH 2X0

Telephone: 624-6397

St. Paul - Co-op Housing Branch

Box 2440

St. Paul, Alberta

TOA 3AO

Telephone: 645-4475

Westlock/Hinton - Co-op Housing Branch

11152 Jasper Avenue Edmonton, Alberta

T5K OL1

. Telephone: 427-4592

2. Continuing Co-operative Housing. Contact in northern Alberta:

Communitas Incorporated 200, 10123-112 Street Edmonton, Alberta

T5K 1M1

Telephone: 422-1171

or in southern Alberta contact:

AHFAR

307, 815-1st Street S.W.

Calgary, Alberta

T2P 1N3

Telephone: 264-9824

3. For more information contact Alberta Consumer and Corporate Affairs Regional Office nearest you for the brochures "Arranging Affordable Housing" and "Affordable Single Unit Housing for Albertans."

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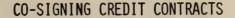
Peace River Provincial Building 9621-96 Avenue Peace River, Alberta

TOH 2XO

CONSUMER EDUCATION TIP SHEETS

The following tip sheets are available from the regional office nearest you.

	ADVERTISING GUIDELINES
	ADVERTISING: TECHNIQUES OF PERSUASION
	ALTERNATIVES TO PREMIUM LEADED GASOLINE
	APPLIANCE REPAIRS
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	allowances
	CREDIT - Putting it all together
	UNFAIR TRADE PRACTICES



Take a serious look at what you're getting yourself into <u>before</u>
you co-sign a credit contract. Often co-signing is done out of a
sense of obligation or good feeling for friends or relatives. In fact,
it could be one way of causing problems in an otherwise good relationship.

If someone asks you to be a co-signer or a guarantor on a loan, consider your own financial situation. By co-signing you obligate yourself to the financial institution. You promise that they will get their money back from you if necessary. Are you prepared to pay if you are called upon to do so?

Consider your friend or relative's position. There is probably a good reason why the financial institution requires that he have a co-signer in the first place. In their eyes, he is not a good risk, perhaps because he's already over-indebted or just doesn't have the earning ability to repay. You may not be doing him a favor by helping him get further in debt and you may become the loser. It would be helpful in situations like this, for you to visit the lender, by yourself, to inquire why your friend/relative, etc., needs a co-signer. You may get some additional information that will help you make your decision. Consider...if the credit grantor is not prepared to take the risk, can you afford to?

If you decide to co-sign, ask the lender to keep you informed of all activity on the account. In this way you stay alert to any potential problems. This is in your best interest, since by co-signing you assume equal responsibility for the debt. If payments aren't kept up, the creditor can take the same legal action against you as he can against the person with whom you co-signed. Depending on the circumstances he could seize the goods and/or sue you which could result in your wages or bank account being garnisheed. In addition, many credit contracts contain an "acceleration" clause. This means that if payments are in arrears and the borrower has been given written notice of this fact and has not corrected

the situation, then the payments are accelerated and the whole amount may become due and payable immediately. As the co-signer, you too could be asked to pay off the entire loan in one lump sum after written notice.

Analyze the situation carefully, before you co-sign. Could you afford to pay off the loan if the other person defaulted? Many co-signers can't.

For more information about credit, write to:

Alberta Consumer & Corporate Affairs Box 1616 EDMONTON, Alberta T5J 2N9

and ask for the following Tip Sheets:

Credit Worthiness & Credit Reporting Agencies
In Debt?
Legal Remedies of Credit Grantors
Responsible Credit Use

CCA-05.185

CREDIT WORTHINESS &

CREDIT REPORTING AGENCIES

In order to get credit, you must be able to convince the lender that he has a good chance of getting his money back. The degree of confidence he has will be dependent on your <u>credit</u> worthiness. This is determined by four factors often referred to as the four C's of credit worthiness.

- (1) Character measured by your attitude towards paying bills based on your previous financial record.
- (2) Capacity your ability to repay, based on the type of work you do, your wages or salary, and the amount of any other income and the extent of current financial commitments.
- (3) Capital measured by your financial resources, including equity in your home, household goods, automobile, life insurance and savings account.
- (4) Collateral sometimes a creditor requires that some article of value be offered as security.

The source of information to determine your credit worthiness comes from your credit application to a particular credit grantor and/or from a credit reporting agency.

The best known credit reporting agency is the Credit Bureau.

The name "CREDIT BUREAU" is a registered name which applies to the cross-Canada members of the Associated Credit Bureaus of Canada. They maintain files containing information on local consumers who have made credit transactions. The files include:

- * identification of the consumer including full name, address, and spouse's name;
- * present employment information;
- * personal history, including the consumer's former address, former employer, spouse's employer, number of dependents; and
- * credit history, indicating the promptness with which a consumer has paid his bills in the past and public record information covering lawsuits, judgements and litigation that may have some bearing on a person's ability to pay his bills.

Information in the files is collected from those credit granting agencies which cont'd

are members of the Bureau. They provide information taken from credit applications as well as details relating to an individual's repayment record. In addition, the Credit Bureau records information available through public records such as statements of claim, writs, registered chattel mortgages, conditional sales contracts and bankruptcies.

Information in your file is available only to Credit Bureau members. These tend to be businesses, either merchants or financial institutions, that grant credit. Member businesses are given code numbers to use when they call in for a credit check on someone who is applying to them for credit. They can get the information over the telephone or request a longer written record. A fee is charged for each credit check.

Credit information is computerized in many cases. Currently there is a main information bank in Montreal to which numerous Credit Bureaus across Canada are linked. Eventually, all credit data will be stored in the one location with computer terminals in local Credit Bureaus to retrieve the information for a local credit check. Large credit grantors such as department stores also have terminals, allowing them direct access to the data.

It is important to understand that the Credit Bureau does not make recommendations or judgements about whether or not credit should be granted to you. The Bureau simply serves to collect factual information which can be used by an individual credit grantor to help him decide his course of action. Often poor credit worthiness does not mean a loan won't be made. It may simply mean that the lender may charge a higher interest rate to offset the greater risk he is taking or he may reduce the amount of money he will lend.

If, for any reason you think that the information in your Credit Bureau file is incorrect, or if you wish to update your file, contact their office.

Arrangements can be made to review your file after showing proper identification. The Credit Bureau is concerned with keeping your file current and accurate. They will welcome any proof that an item on file is incorrect.

DOOR-TO-DOOR SALES

Some businesses hire salespeople to sell their products or services door-to-door. This form of direct selling could be a convenience or it could be an intrusion if a persistent salesperson refused to leave your premises.



"I just want you to know there's absolutely no obligation to buy."

Should you open your front door and find yourself face-to-face with a door-to-door salesperson, remember not to make a purchase or sign a contract unless you can answer "yes" to all these questions:

- * Have you asked for and seen the salesperson's direct selling license issued by Alberta Consumer and Corporate Affairs? It specifies what he is allowed to sell.
- * Do you really need the product or service?
- * Does the cost fit into your budget?
- * Have you comparison shopped to know that you are getting the best quality at the best price?

- * Are you sure you're not being pressured into buying?
- * Have you read and understood the contract?
- * Are you familiar with the reputation of the salesperson's company?
- * Does the company have a permanent office location to which you can refer in the event of problems with the product?
- * Will the company provide maintenance and repair services?

WHO MUST BE LICENSED

Door-to-door salespeople must be licensed to sell under the Licensing of Trades and Businesses Act and the Direct Selling Licensing Order. The company they sell for must also be licensed.

This requirement for licensing does not apply to a farmer or his employee selling produce which he has raised in Alberta, to a person selling securities or investment contracts when that person is registered under The Securities Act or The Investment Contracts Act, to a student selling magazine subscriptions authorized by the school's board of trustees or to a person selling goods under a permit issued persuant to The Public Contributions Act.

DON'T FALL FOR THESE

Many door-to-door salespeople are honest and represent well-respected companies. There are a few, however, who are unethical and will try to get your business with sales pitches like these:

PRICE ADVANTAGE - you may be offered a special price if you allow your name to be used for advertising purposes. This supposed "deal" may not save you money at all.

LIMITED OFFER - the salesperson may claim that his special "deal" is only available today. Don't be pressured. If you're not sure his product or service is the best get his telephone number and tell him you'll contact him after you've had a chance to do some comparison shopping.

FAKE CREDENTIALS - watch for the salespersons who claim to be conducting a survey or claims to be a government representative in order to gain entry to your home. They are only trying to gain your sympathy or confidence.

EMOTIONAL APPEALS - the "you have been specially selected" line is a common one and is meant to make you feel like you are getting a special deal. This may not be the case.



"We already have one."

IF YOU SIGN, THEN CHANGE YOUR MIND

If you make a purchase for \$25 or more from a door-to-door salesperson in your home or place of business, the Direct Sales Cancellation Act allows you four days to reconsider your purchase.

This means you may cancel the contract not later than four days after the date you receive your copy of the contract (which you must receive within seven days of signing).

If the purchase is under \$25 for goods or services, the contract might also be cancelled if the goods or services have not yet been received.

The best way to cancel is to write a letter and personally deliver or mail it to the seller. If mailed, it is a good idea to register the letter. The notice of cancellation is considered to be given at the time of mailing. You do not have to give a reason for the cancellation.

You may also cancel a contract within one year of receiving your copy if the seller was not licensed at the time the contract was signed.

If you cancel a contract, you may retain anything delivered to you under the contract until the seller refunds your money or returns any trade-in you may have given as part of the sale. Once your money or trade-in has been returned, you should return the merchandise to the seller if he makes a written request for you to do so. Otherwise the responsibility is on him to pick up the goods.

Contracts signed in your home may also be cancelled for non-delivery of goods or non-performance of services.

If a delivery date is not specified in the contract and the goods or service are not delivered within 120 days of signing the contract, you have up to one year to cancel the contract. The one year is determined from the date you receive a copy of the contract.

If a delivery date is specified in the contract and the goods or service are not delivered within 30 days of that date, you have up to six months to cancel the contract. The six months are determined from the date the goods or service were supposed to be supplied.

REMEMBER

The provisions of the Direct Sales Cancellation Act do not apply to contracts entered into at the seller's place of business, a marketplace, auction, trade fair, agricultural fair or exhibition.

CCA-05.159

DRYCLEANING

Today's clothing might look and feel like wool or cotton but with our sophisticated technology, we are able to simulate almost any feature using a mixture of natural and man-made fibers. With this explosion of new fabrics on the market, drycleaning has become a complex business. Some fabrics simply are not drycleanable. The responsibility of caring for your clothing rests with you and the cleaner. This means knowing the fabric content, how to care for it properly, and dealing with a reputable cleaner.

A very expensive piece of clothing can be ruined in drycleaning. By careful shopping, you can avoid unnecessary costs or the disappointment of finding your clothing damaged by the drycleaning process. When clothes are ruined because of unknown fiber content, blame is difficult to determine and you may have to live with the loss.

The most important step then is to know what you are buying. You should know the nature of the fabric and whether the clothing is drycleanable. According to the <u>Textile Labelling Act</u>, all clothing and fabrics, except remnants, must be labelled with the kind and percentage of fiber. For example, the label or tag may read 65% polyester and 35% cotton. Articles of clothing may also carry care instructions. If so, a green circle will indicate the article is drycleanable. If the article does not carry cleaning instructions, check with the retailer or manufacturer before attempting to clean it.

Once you are satisfied your clothing is drycleanable, the next step is to shop for a reputable cleaner. Check their reputation with friends and the Better Business Bureau. If they are a new firm, contact Alberta Consumer and Corporate Affairs to ensure they are licensed. Finally, compare prices.

To help the cleaner do his best, don't forget to bring any stains to his attention, explaining the nature of the stains and any home remedies you may have tried to remove them. If the cleaner guarantees his work, you can ask for the guarantee in writing. This will avoid any misunderstanding or disappointments after the work is completed.

For cleaning a major or expensive item of clothing it is wise to ask for a written estimate. Remember, you may be protected under the <u>Unfair Trade</u>

Practices Act if the estimate you are given is materially less than the final price and your consent was not received before the job was completed.

CCA-05.160

FOOD SHOPPING SKILLS

Food takes up a substantial portion of most household budgets. The suggestions in this tip sheet can help you derive the best value for your dollars.



"By the way, I'm not buying all that. Just going around getting estimates."

AT HOME

- * Careful food shopping starts in your kitchen. Keep an ongoing shopping list handy. Add items to the list as you realize you need them.
- * Plan menus for the week keeping nutrition in mind. Decide how you will use leftovers.
- * Collect coupons for items that you normally use.
- * If possible, plan to shop alone. Children can be particularly distracting.
- * Do not shop when you are hungry, or you will tend to impulse buy.
- * Use newspaper food ads to comparison shop between stores. Use good sense here. The cost of travelling from store to store can eat up your savings.

- * Keep a list of prices usually paid for staples and baking supplies. By comparing advertised prices with your list, you can tell if items are really 'specials' or are simply being featured.
- * Avoid trips to neighbourhood shops to pick up items that you have forgotten. You usually pay for the convenience with higher prices.
- * Decide if the products in health food stores have special nutritional value, or if the same products (such as honey or molasses) are available at the supermarket at lower cost.

IN THE STORE

- * Comparison shop within the store. House brands are sometimes less expensive than widely advertised name brands and are of comparable quality.
- * Use unit pricing to see which brand is the best buy and which size is least expensive. Some stores display unit prices on the shelf (that is, the price per gram, litre or whatever unit is used). In other stores you may have to calculate the unit price for yourself. You may be surprised at what you find. For example, the largest "economy size" is not always the best buy as is commonly believed.
- * Take advantage of 'specials' only if they fit your budget and you have adequate storage space.
- * Open date coding or "Best Before" is now used on all prepackaged foods and dairy products with a durable life of less than 90 days. Look for these dates to get the freshest products possible.
- * The more expensive items are usually placed at eye level in grocery stores.
- * Pick out frozen foods and produce last to avoid unnecessary thawing or crushing.
- * Listen and watch as you go through the check-out. Errors may be costly. Note the prices of all items marked on special.

PROTEIN FOODS

Protein foods such as meat, fish and poultry, are important to a well balanced diet. Here are some tips on buying protein foods.

- * Think in terms of cost per serving rather than cost per pound. Low cost meat with a lot of bone or fat may turn out to be more expensive than higher priced meats.
- * Less tender cuts of meat can be a bargain if you know how to prepare them.
- * Fowl has the same nutritional value as Grade A poultry and it can be as tasty. Utility grade poultry has visual imperfections only.

- * Try using dried peas, beans, or lentils occasionally, instead of meat. They are good sources of protein and cost less.
- * Eggs and dairy products such as cheese, yogurt and cottage cheese are also good alternate sources of protein.
- * Grade B eggs cost slightly less than Grade A and have visual imperfections only.



"What wine goes well with hamburger helper?"

SNACKS & CONVENIENCE FOODS

In general, the more processed a food is, the more it will cost. Snack and convenience foods represent the most refined foods on the market.

- * Eliminate non-nutritious snacks, such as soft drinks, candy, and potato chips, from your shopping list.
- * Some convenience foods, such as frozen fruit juice, frozen bread dough and frozen vegetables may be worthwhile nutritionally and economically. Check and compare before you buy.
- * Economize by making your own baby foods. You can purée meat, vegetables or fruit, and freeze them in ice cube trays for meal-sized portions. Home made baby food is much less expensive and just as nutritious.

CEREALS & PASTAS

- * Use macaroni and other pastas as an inexpensive way to extend meat dishes.
- * Home cooked cereals are less expensive than ready-to-eat or sugar coated cereals and probably more nutritious.
- * Often 'day old' baked goods are a good buy.
- * Long-cooking rice is generally less expensive than quick-cooking or pre-seasoned varieties.

Stretching your food dollar can be a challenge. Keep informed of changes in the food market and keep looking for more economical ways to prepare food. You will be surprised at the difference that your efforts can make.

Agriculture Canada and Health & Welfare Canada jointly have published a very informative booklet called "Shopping for Food and Nutrition", that is available free of charge by writing:

Information Services Publications Branch Agriculture Canada OTTAWA K1A OC7

Alberta Agriculture also publishes other materials of interest. Contact your nearest District Home Economist or write to:

Alberta Agriculture Print Media Branch Room 1B, 9718 - 107th Street EDMONTON, Alberta T5K 2C8



FUNERAL PRACTICES

A GUIDE FOR CONSUMERS

This publication is intended to inform you about the services and alternatives available regarding funeral practices. More importantly, we hope to make you aware of the benefits that can be gained from preplanning an inevitable event.

INTRODUCTION

In a culture oriented towards youth and good health, most people are uncomfortable with the subject of death and, as a result, are ill-informed about death practices. Lack of information, plus the psychological upset put consumers in a particularly vulnerable position when they are arranging a funeral at the time of death.

Many people do not consider costs important at such a time. Consequently, they may end up with a more elaborate funeral than they or the deceased may have wanted and with a bill which could be a severe financial burden. Preplanning can help to avoid some of these problems and may contribute to a sense of peace of mind that the decisions made were the right ones.

If you think about the subject of death practices now, you may come to some conclusions about how you would like your own service conducted and you can let your wishes be known to family members. The following information will also be useful should you ever be in a situation where you are called upon to make arrangements for somebody else.

SOME PREPARATORY INFORMATION

Prior to a discussion of types of services, it will be helpful to review some of the specific components of these services.

Coffins

The coffin is a major factor in the cost of a funeral and prices vary greatly.

Recently, heavy corrugated cardboard coffins have been developed and, where available, sell for under \$50. Plywood boxes can also be purchased for under \$100. In some areas, a decorative casket shell, called a catafalque, can be rented for use during the funeral and grave side service. It is then lifted off the liner and returned to the funeral home for reuse. The less expensive coffins may not be on display, but the plywood ones at least are usually available for the asking. More elaborate metal or hardwood caskets are available in a price range from about \$300 to several thousand dollars.

It often happens that the bereaved, upset and wanting to do their best for the deceased, choose a coffin that is beyond their budget. When choosing the coffin, it would be wise for the bereaved to be accompanied by someone who is able to be objective about this decision.

Embalming

Embalming is a procedure whereby a chemical fluid is substituted for blood soon after death. This is done primarily for temporary preservation of the body and for cosmetic purposes, to improve the body's appearance for yiewing.

In Alberta, embalming is <u>not</u> required if the body is to be buried or cremated within 72 hours after death. Nor is embalming done when a person dies of a specified communicable disease. Instead, the body is put in a sealed metallined container. Embalming and cosmetic restoration are usually done when the body is to be viewed in an open casket. Embalming, in this case, is an aesthetic preference, not a legal necessity except in the circumstances previously mentioned.

In the absence of specific instructions to the contrary, funeral homes generally proceed with embalming. Consider the process, the cost and the benefit. You make the decision and let your wishes be known.

Disposition

Traditionally remains are buried, however, cremation is becoming an increasingly popular alternative.

<u>Burial</u>: There are two methods of burial. The first is an in-ground burial whereby the remains are placed in a casket and lowered into the ground. Some cemeteries require a liner of wood or concrete. Built with or without a bottom, this structure keeps the ground even and solid to allow for easier maintenance.

The second type of burial is relatively uncommon but occurs where the remains and casket are permanently placed in a building or mausoleum above or just below the ground.

Cemetery costs vary widely. It may be wise to ask for a written statement listing all costs <u>before</u> the purchase is finalized. Inquire about the following points:

- * plot prices: graves vary in price between cemeteries and also according to location within a cemetery. As well, restrictions may vary as to the type of burial (such as in a shroud rather than a casket) and vault requirements (many require none);
- * veterans' rates: reduced rates may be given for veterans, although not necessarily for their spouses; sometimes spouses may not be buried nearby, but ashes may be scattered on or in the plot;
- * grave markers: some cemeteries restrict the style and even the supplier;
- * installation charges on grave markers and monuments;
- * permanent care costs;
- * vault or rough box requirements: not mandatory by law, but may be a requirement of individual cemeteries;
- * double occupancy: some cemeteries allow two burials, one deep and one shallow, in one plot;
- * price of grave opening and closing; and
- * whether there is a surcharge for non-residents of the area.

<u>Cremation</u>: This alternative offers practical advantages in a time of urban sprawl and increasing land prices. A cemetery plot is not necessary and cremation is generally less expensive than a burial. The average cost runs \$60 to \$125 exclusive of additional services.

The process of cremation involves the incineration of both the body and coffin, if one is used. There is no legislation in Alberta requiring that a coffin be used in cremation. However, funeral chapels and crematoria most often request

that the body be enclosed in a container which is combustible, of rigid construction and equipped with handles. This may be home-made if you choose. The use of such a box allows the body to be handled in a dignified way. A few crematoria, however, are prepared to cremate a body wrapped only in a sheet or shroud.

After cremation, there is usually a small amount of ash remaining. This may be disposed of by the crematorium, usually by scattering, or returned to the next-of-kin, usually in a cardboard container suitable for shipping. If the ashes are to be kept by the family, an urn can be made or purchased. There are no legal restrictions in Alberta regarding scattering of ashes by the family at a chosen spot such as a body of water or in the wild. Cemetery facilities for receiving ashes vary. Some cemeteries have an urn garden where cremation plots, two feet square, are available for burial of the urn; some have a columbarium, which is an above-ground structure of recessed niches to hold cremation urns; or alternately, ashes may be scattered or buried in a family plot, provided permission has been given by cemetery authorities.

Most crematoria and funeral homes will provide temporary storage of ashes, for example in winter, until the family can more conveniently handle arrangements for disposal.

TYPES OF SERVICES

Funeral Service (with the body present)

In Alberta in 1979, a traditional funeral had an average cost of approximately \$1,400; the cost has risen since then. This price typically includes removal of the body to the funeral home; use of funeral home facilities; embalming and restoration; price of the coffin; use of a hearse for transportation to the cemetery or crematorium; arrangement of religious services, burial permit, cremation permit and newspaper death notices; arrangement and care of flowers; acknowledgement cards; extension of credit; and various other staff services.

If a funeral service is chosen, the next-of-kin must make several decisions

including the type of coffin to be used, whether it will be open or closed, who will conduct the service, and where the service will be held.

While flowers are often sent by friends and relatives of the deceased as an expression of their sympathy, the next-of-kin may prefer to suggest a charity or society to which contributions can be made.

Memorial Service (without the body present)

A memorial service is usually held in cases where the body is not available or where disposition has been made earlier through direct burial or cremation, or occasionally when a body has been donated to science for study.

Direct burial or cremation (called a "disposal arrangement" by funeral directors) entails immediate disposition of the body directly from the place of death, thus eliminating embalming, viewing and other costs associated with a conventional funeral. Arrangements are simple and relatively inexpensive.

Frequently, direct disposal is followed by a memorial service. As with funerals, a memorial service may be public or private, formal or informal. It is usually held in a church, a funeral home chapel or in the family home. The timing of a memorial service is flexible but it is usually held about the same time as a funeral would be held, or at least within a few weeks of the death.

DO IT YOURSELF ARRANGEMENTS

It is perfectly legal to arrange for burial or cremation without the services of a funeral director. Should you wish to pursue this route, depending on where you live, you can turn for information and assistance to the Division of Vital Statistics, a local registrar (often in a town office), the Medical Examiner or one of his designates (check the local hospital for the name) or a police station. Each of these sources should be able to tell you the steps involved and give directions on where to get the appropriate forms. Arranging disposal involves the following steps:

A. Gather the required documentation.

First, a <u>medical certificate of death</u> (DVS 6 form) must be obtained from the attending physician, or from the Medical Examiner if the death has been investigated.

Second, a <u>death registration form</u> (DVS 5 form) must be obtained from the Division of Vital Statistics or may be available at a hospital. This form asks for the personal history of the deceased. The address for the Division of Vital Statistics is given at the end of this tip sheet.

Third, when the previous two forms are completed they are taken to the Divisior of Vital Statistics and a <u>burial permit</u> can be obtained. If the other documentation is in order, a burial permit may be obtained from a police station in Edmonton and Calgary (weekends only) or from some hospitals.

Fourth, if cremation is desired, the Medical Examiner's Office must be contacted. A Medical Examiner will cause the body to be examined and will examine the medical certificate of death (DVS 6 form). If everything is in order he will give written authority to proceed with the cremation. There is no charge for the services of the Medical Examiner.

- B. If disposal cannot be arranged within 24 hours, storage will have to be found. A hospital, especially if the deceased died there, might be asked to hold the body for a short time if they have the refrigerated facilities.
- C. Obtain a coffin, possibly home-made, or a shroud. Check with the cemetery or crematorium to make sure it meets their requirements.
- D. Make arrangements for disposal with a cemetery, crematorium or medical school (the latter if the body is to be donated for research).
- E. Transportation of the body must be arranged. There are no regulations as to the type of conveyance that must be used, nor are there any permits necessary. However, if the body is to be transported out of Alberta a permit must be obtained from the Medical Examiner.
- F. A funeral or memorial service can be arranged if desired. It can be held in a church, private home, or any reasonable location of your choice.
- G. An obituary can be prepared for the newspaper if desired.

DIFFICULTIES IN ARRANGING SERVICES AT TIME OF NEED

Most people do not think about funeral practices until they are faced with the responsibility of making arrangments for a friend or relative.

Services planned at the time of death are referred to as "time of need arrangements". Arranging a service at the time of need is often difficult because of the following points:

- * the bereaved are often not in an emotional frame of mind to make the necessary decisions;
- * most people have limited experience in making arrangements and are not aware of the range of alternatives from which to choose; and
- * comparison shopping for funeral homes is difficult and often impossible because the bereaved are required to make a choice within hours after the death. Furthermore, telephone enquiries are difficult because of the nature of the services involved.

PRE-ARRANGEMENT OF SERVICES

Many of the difficulties listed above can be avoided. By pre-arranging a service and method of disposal in advance of death, survivors are spared the burden of decision-making during a time of grief. It also allows survivors to be sure the deceased gets the kind of funeral he or she wanted. Pre-arrangements are generally made through a funeral home (pre-need plans) or through a memorial society.

Pre-need Arrangement of Funeral Services

Some funeral homes in Alberta offer pre-need funeral plans in accordance with <u>The Pre-arranged Funeral Services Act</u>. Pre-arrangement includes a specification of the type of funeral desired, followed by one of the following courses of action:

- * depositing the full sum of money in a trust fund to provide funeral expenses; or
- * paying the sum on a monthly or time basis.

All details of the arrangements plus the payment plan must be in a written contract. Any monies paid to a funeral home for a pre-need plan must be deposited with the Public Trustee or a Trust Company and are refundable at any time upon written request.

When looking for a pre-need plan, check the following points:

- * consider the reputation of the funeral establishment with which you deal. Talk to friends for recommendations; check with the Better Business Bureau; ask to see the license granted by Alberta Consumer and Corporate Affairs which allows the company to provide funeral services under a pre-arranged funeral plan; and finally, consider whether the funeral home is likely to still be in business for some years.
- * consider whether interest will be paid on the money you pay for the pre-need plan. If so, compare interest rates.
- * if the contract is paid over time, is credit life insurance required? If so, are the premiums competitive with other types of life insurance?
- * if payments are to be made in installments, is there a penalty for late payment?
- * all goods and services which are to be provided should be described very specifically in the contract.
- * consider whether any provision exists to cover the increased cost of the pre-arranged service due to inflation. For example, some funeral homes include a clause in the contract whereby they agree to pay a portion of the increased funeral costs. The portion is usually stated as some percentage of the amount originally paid into the funeral home. If the cost still exceeds this amount, the difference would have to be paid by the estate of the deceased or the next-of-kin.

EXAMPLE

In 1975 an individual paid \$1,075 for a pre-arranged funeral.

In 1980 he dies, but the services he requested now cost \$1,460.

In the pre-arranged funeral service contract, the funeral home had agreed to cover an amount equal to 20% over and above the amount of the original contract, in this case $(20\% \times \$1,075) = \215 .

The individual's estate would be responsible for the difference.

Cost at time of death \$1,460
Original price paid plus 20% \$1,290
DIFFERENCE TO BE PAID \$ 170

NOTE: Some funeral homes may provide a service to consumers whereby they can leave instructions for their funeral with no money paid before death, but directing that the costs be covered from the estate or insurance benefits.

Pre-need Arrangement Of A Burial Plot

Cemetery services and supplies can be arranged on a pre-need basis in accordance with Part 4 of <u>The Cemeteries Act</u>. All details of the contract should be in writing and all monies paid to the cemetery must be deposited with an authorized trustee. As in the previous discussion, careful consideration should be made with respect to the selection of the company with which you do business.

Before signing a contract pay particular attention to clauses describing the transfer of privileges should you be moving and/or wishing to sell the plot and methods of payment and any default charges in the event of non-payment. Contracts for pre-arranged cemetery services and supplies can be cancelled by the purchaser within four days after the date on which he received a copy of the contract. The notice should be mailed or personally delivered to the company whose name and address should appear on the contract. No reason must be given for the cancellation.

ANATOMICAL GIFTS

Medical science is able to make valuable use of donated tissues and organs for research, teaching and transplants. A body may be donated in its entirety, or as certain parts only. Under The Human Tissue Gift Act, a person may leave directions for the donation of an anatomical gift simply by writing the instructions on a piece of paper and signing it. The donor's wishes are paramount and cannot be changed by the next-of-kin after death.

If an anatomical gift is to be made, your next-of-kin should be made aware of your wishes. In addition, it would be useful to carry a donor card in your wallet. In this regard, since April 1978, Alberta drivers' licenses have been printed with a "universal donor card" on the back. This allows the bearer to make an anatomical gift wherever and whenever death occurs.

ALBERTA FUNERAL SERVICE ASSOCIATION

The Alberta Funeral Service Association is a non-profit, voluntary organization of Alberta funeral homes. By membership in the Association, a funeral home acknowledges its responsibility to the citizens of Alberta and to the funeral service profession. Over the past 52 years the Association has encouraged a high moral and service standard amongst its members.

The Association provides a free information and advisory service to assist the public to become more aware of services provided by funeral homes and to encourage pre-thought to funeral arrangements and organ donations for transplant. Office addresses are provided in the last section of this tip sheet. Additionally in an effort to maintain the highest possible service to consumers, the Association also conducts a follow-up evaluation survey of members' services.

For more information or for the names of member funeral homes, contact the Association. Collect calls are accepted.

Alberta Funeral Service Association 4107 Edgemont Hill, N.W. Calgary, Alberta T3A 2L2 Telephone: 269-1020

MEMORIAL SOCIETIES -

Memorial societies are voluntary, non-profit organizations dedicated to helping people pre-arrange simple, dignified yet inexpensive funerals. Most memorial societies have either a legal contract or an agreement with one or more local funeral homes to provide simple and inexpensive services for members. These services may not otherwise be offered to the public except on firm insistence. Memorial societies which are unable to get such an agreement from local funeral homes act in an advisory capacity to people wishing to pre-arrange their funerals. Members are provided with a form on which they indicate their desired arrangments. A copy of the form is then kept by the society and/or the co-operating funeral home. If you should move, your membership file could be transferred to the local memorial society.

Memorial societies discourage unnecessary expenditure on items such as luxury caskets, embalming, cosmetic restoration and practices such as public viewing and

expensive memorial floral arrangements. The societies encourage anatomical gift giving and memorial tributes that help the living, such as setting up scholarships or donations to worthy causes in lieu of flowers.

As well as their pre-arrangement services, memorial societies also provide a consumer information service on topics related to death and act as a watchdog on funeral legislation. Membership is usually about \$10 for a single and \$20 for a family lifetime membership.

SOME POINTS TO CONSIDER

If neither pre-need plans nor memorial societies appeal to you, there is yet another way to select goods and services in advance of death, thereby reducing distress for survivors.

You can consider the available alternatives, make your decisions about the type of service you would like and record your wishes in instructions to survivors. The necessary funds can be set aside in a bank or trust account or made part of life insurance planning.

If you have specific wishes regarding your disposition at death you should put them in writing and discuss them with family members. Discussion is especially important in situations where family members may be opposed to some of the arrangements you might want. If such opposition exists and you are adamant about your wishes, you should prepare very specific instructions and have them written in your will. In this way, your designated executor (although not bound to do so by law) will in all likelihood follow your wishes and cannot be criticised by the beneficiaries for so doing. You must, of course, let your family or executor know that funeral instructions are in the will since most often a will is not read until after the funeral.

Other than in cases where there is family opposition, your preferences for disposition can be made known in a "letter of instruction". This letter can describe details of the type of service and disposal desired. In addition, you should provide details of other pertinent personal data. For example, you should prepare a record of financial affairs with information

such as bank account numbers, a list of investments and securities, insurance policies, location of safety deposit boxes, a list of sources of benefits in case of death, e.g. Canada Pension Plan, automobile insurance, company pension plan, retirement savings plans, etc. You should also prepare a will and then record its whereabouts in your letter of instruction. The existence of the letter of instruction and other papers should then be made known to a family member or friend and be kept in a place where they can easily be located by survivors.

For additional information on wills and estates contact the Alberta Women's Bureau, 1402 Centennial Building, 10015 - 103 Avenue, Edmonton, Alberta T5J OH1, and ask for their free publication "Wills and Estates for Albertans".

FOR MORE INFORMATION ABOUT DEATH PRACTICES

Alberta Funeral Information Service: provided by members of the Alberta Funeral Service Association, this service endeavours to provide information on funeral arrangements, costs, and traditions. The Service distributes several free brochures, among them "Facts About Funerals". There are two information offices. Both accept collect calls.

Alberta Funeral Information Service
105, 2116 - 27th Avenue, N.E. OR 5403 - 10th Avenue
Calgary, Alberta T2E 7A6 Edmonton, Alberta T5L 1Y9
Telephone: 230-2155 Telephone: 463-5985

<u>Chief Medical Examiner/Coroner's Office</u>: if a death occurs and you have a question about what to do, this office maintains a 24 hour telephone line: Edmonton (429-2148), Calgary (283-8275). From other locations within the Province call Zenith 22015.

<u>Division of Vital Statistics</u>, <u>Alberta Social Services & Community Health</u>: this office can provide information on the forms and procedures which must be completed prior to burial or cremation. There are two office locations.

Division of Vital Statistics
Alberta Social Services & Community Health
4th Floor, 100th Avenue Building OR
10405 - 100th Avenue
Edmonton, Alberta T5J 0A6
Telephone: 427-2681

5th Floor, Ford Tower 633 - 6th Avenue S.W. Calgary, Alberta T2P 2Y5

Telephone: 261-6431

Human Parts Bank of Canada: this organization can provide information on anatomical gifts. Send a stamped, self-addressed envelope with your request for information.

Human Parts Bank of Canada 536 Ada Boulevard Edmonton, Alberta T5W 4N7

Memorial Societies: one of their educational objectives is to provide information on all matters pertaining to death and death practices. Contact your nearest society for information. "A Teaching Unit on Death & Dying" is available from the Memorial Society of Edmonton and District for \$4 plus postage. Below is a list of memorial societies in Alberta:

Calgary Co-op Memorial Society Ltd. Box 6443, Station 'D' Calgary, Alberta T2B 2E1

Memorial Society of Edmonton and District 5904 - 109 B Avenue Edmonton, Alberta T6A 1S8

Memorial Society of Grande Prairie Box 471 Grande Prairie, Alberta T8V 3A7 Memorial Society of Southern Alberta 924 - 20th Street South Lethbridge, Alberta TIH 186

Lloydminster, Vermilion & District Memorial Society 4729 - 45 Street Lloydminster, Saskatchewan S9V OH6

Memorial Society of Red Deer & District Box 817 Red Deer, Alberta T4N 4H2

ADDITIONAL READINGS

- Morgan, Ernest, A Manual of Death Education and Simple Burial (8th ed) Burnsville, N.C.: The Celo Press, 1977.
- The Editors of Consumer Reports. <u>Funerals: Consumers' Last Rights</u>. Mount Vernon, N.Y.: Consumers' Union of United States, Inc., 1977.
- 3. Watt, Jill, <u>Canadian Guide to Death and Dying</u>. Vancouver: International Self-Counsel Press, 1974.

" Think I found the problem — the warranty's expired."



CCA-05.191

HIRING SOMEONE TO DO THE JOB?

BUYER BEWARE

Now that your application to the Alberta Pioneers' Repair Program has been approved, be aware that if you're hiring someone to do the job you should take some precautions.

FINDING THE RIGHT PERSON TO DO THE JOB

Use extreme caution when choosing someone to do the work. Follow these tips:

- ★ Ask your family, friends and neighbours which businesses they'd recommend.
- ★ Call the Better Business Bureau to check on the reputations of the businesses you're considering. Many trades also have associations you can call for this purpose. Look in the yellow pages of your local phone book under 'associations'.
- ★ Any home improvement contractor who comes to your home must have a Provincial Direct Seller's License. Ask him to show you his license. Don't deal with anyone who does not have one.
- ★ Check your local phone book to be sure the businesses you're considering have permanent office locations.
- ★ Ask each business for names of previous customers. Then phone these people and ask if they were satisfied with the work done.
- ★ Get a written estimate from at least 3 businesses. Be sure the estimates are all based on the same material and amount of work.
- ★ Consider the estimates carefully. Decide who you will hire. Don't automatically choose the lowest estimate.
- ★ Don't let the salesman pressure you into signing a contract. If he tries to pressure you, ask him to leave your home immediately.

NEGOTIATING HOW THE BILL WILL BE PAID

After you have chosen a contractor and have agreed on the cost of the work, tell him you have an Alberta Pioneers' Repair Program grant. Ask him if he will wait to be paid until you have checked the work and are satisfied and until you have had time to withdraw your grant money. Many contractors will agree to this. As soon as the work has been completed, send the invoice to the Repair Program office for approval. You should be able to withdraw the money and pay the contractor within 2 to 3 weeks.

If the contractor insists on a downpayment, make as small a downpayment as possible. If he insists on full payment on completion of the job, carefully consider whether or not you wish to do this. If you make full payment and later discover that the work is unsatisfactory, you might have trouble getting the contractor to come back and correct the problem. If you decide to make a downpayment or pay for the work on completion, you will have to use your own money. The Repair Program office will not authorize withdrawal of money from your grant until the work has been completed and meets with your satisfaction. It may be to your advantage to deal only with contractors who do not insist on a deposit or payment on completion of the job, but will allow you up to 30 days to pay.

No matter what payment arrangements you make, always hold back at least 15% of the

value of the work done until 35 days after the work is completed. According to the Builder's Lien Act, the contractor cannot demand full payment before then. Before making this final payment, be sure that no liens have been registered against your property.

PREPARING THE CONTRACT

Never hire anyone without a written contract. Include the following items:

- ★ Your name, address and phone number and those of the contractor
- ★ A detailed description of the work to be done
- ★ A detailed list of materials to be used including colours, grades and qualities
- ★ A statement of any warranties that are offered
- ★ The approximate beginning and completion dates
- ★ The total price
- ★ The amount of the downpayment, if one is required
- ★ How and when the balance is to be paid
- ★ Your signature and the signature of the contractor
- ★ The date the contract is signed.

CANCELLING A DIRECT SALES CONTRACT

If a contract is solicited, negotiated and concluded in your home, you can cancel it as long as you do so within 4 days of receiving your copy of the contract. This also applies to contracts entered into at places other than the seller's normal place of business. However, there are some exceptions. Phone Alberta Consumer and Corporate Affairs if you'd like more information. To cancel, write a letter and deliver it personally or by registered mail to the name and address provided for this purpose in the contract. You do not have to give a reason for can-

FOR MORE INFORMATION ABOUT THE ALBERTA PIONEERS' REPAIR PROGRAM

Call the Repair Program office in Edmonto at 427-5760. Residents outside Edmonto may call collect.

FOR MORE INFORMATION ABOUT HIRING SOMEONE TO DO THE JOB

Contact Alberta Consumer and Corporat Affairs at the following addresses:

Calgary 253-0909 Centre 70 7015 Macleod Trail S.W. Calgary, Alberta T2H 2K6

Edmonton 427-5782

3rd Floor, Capilano Centre
9945 - 50 Street
Edmonton Alberta T6A 0L4

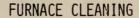
Fort McMurray 743-7231 9809 Main Street Fort McMurray, Alberta T9H 1T7

Lethbridge 329-5360
501 Professional Building
740 - 4th Avenue South
Lethbridge, Alberta T1J 0N8

Peace River 624-6214
Peace River Provincial Building
Bag 900, Box 9
Peace River, Alberta T0H 2X0

Red Deer 343-5241 4920 - 51 Street, Box 5002 Red Deer, Alberta T4N 5Y5

CCA-05.161



If you have ever noticed dirt or dust marks on the walls around the hot air registers in your home, it may be an indication that your furnace ducts need cleaning. Usually, cleaning is necessary every five years or so, but this varies with such things as the age of the house and the activity within it.

THE ALTERNATIVES

If cleaning is necessary consider the possibility of doing the job yourself. Check the furnace manual. (If you don't have one, write to the manufacturer for a copy, specifying the model and serial number of your furnace.) A vacuum cleaner may be all that is required for a minor clean-up. It also helps to change the air filter regularly.

Professional furnace cleaning services are also available. This is done with a powerful vacuum system. Some firms use large units mounted in trucks. These are able to clean vents as well as the interior pipes running into the furnace. Smaller vacuum units are also commonly used by cleaning firms. These can adequately clean the main vents but may be unable to reach interior pipes. The gas company may be able to suggest a firm with the equipment to do a thorough job for you.

HIRE WITH CAUTION

The following are precautions you should take when hiring a furnace cleaner:

- * If the company is classed as a direct seller (most furnace cleaners are), they should be licensed and bonded. You can check to see if they hold a license and bond by calling Alberta Consumer and Corporate Affairs.
- * Get a firm price in writing. The price you are quoted should be the price you pay. Be sure the work has been completed to your satisfaction before you pay.

KNOW YOUR FURNACE

To keep your furnace operating most efficiently, read your owner's manual. It will help you to understand your furnace and outlines the maintenance you can do yourself.

Other good sources of information are 100 Ways To Save Money And Energy In The Home and The Billpayers Guide To Furnace Servicing. Both are available without charge from Energy, Mines and Resources, Canada. Write:

Conservation Books P.O. Box 3500, Station "C" OTTAWA, Ontario K1Y 4G1

CCA-05.162

GUARANTEES & WARRANTIES

Guarantees and warranties are a frequent source of consumer discontent. Much of the problem may be a lack of communication.

As a consumer, you need a solid understanding to protect yourself in this complex area.

DEFINITION

A warranty is the seller's promise to the buyer that the product will do what it is supposed to do and be free of hidden defects. It is considered as part of the sales agreement and takes effect at the time of sale.

In day-to-day commerce, the words warranty and guarantee mean the same thing, although they may have different legal interpretations. In order to avoid constant repetition in this Tip Sheet "warranty" will be used in place of "warranty or guarantee".

BE CAUTIOUS

Get all warranties in writing! Verbal promises or explanations by the salesperson may not be reliable and may later be difficult to prove. Be sure to keep a copy for future reference. Find out exactly who is giving the warranty, what they promise to do and for how long. Different parts of an item may be covered in different ways and for varying lengths of time. Some warranties may cover all parts and labour for 90 days, parts only for a year and specific parts for additional years. Know when the warranty goes into effect. It may be the date of purchase, the time of delivery or installation, or the date when a registration card is mailed or received. Beware of meaningless statements such as "Fully Warrantied" or "Lifetime Warranty". Warranties on some products, such as tires and car batteries, are made on a pro rata basis. That is, they are based on the assumption that you have had use of the product until it failed. For example, you may be charged 50% of the cost of replacing a battery with a two year warranty if you have been using it for one year.

Under the Alberta Unfair Trade Practices Act, consumers are protected against false or misleading statements in verbal or written warranties.

LIMITATIONS OF WARRANTIES

Some manufacturers require that you register your warranty to make it valid. This may be done through the store where the purchase is made or you may have to fill out and mail a form yourself. It is important that you do so to validate the warranty. Frequently, manufacturers limit warranty coverage to the original purchaser of the product. They may also specify that the warranty is void if anyone but an authorized serviceman repairs the product. Too often, consumers discover this only after they have tried a repair job themselves - when it is too late!

IS IT A GOOD WARRANTY?

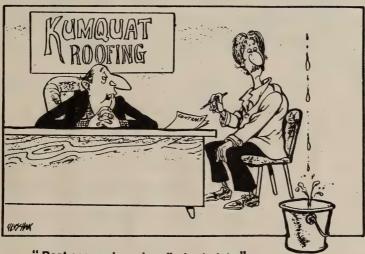
The Sale of Goods Act outlines the seller's obligation to provide acceptable goods, thus providing minimal protection to consumers from shoddy merchandise. However, the Act allows the parties to negate, by stated agreement, any of the terms implied by the Act. Thus warranties sometimes take away more protection than they provide. So be careful. Know the answers to these questions before accepting any warranty:

- * What product is covered?
- * Is the entire product covered or only certain parts?
- * Are both parts and labour covered?
- * What is not covered?
- * What is the product warrantied against?
- * What will the warrantor do if problems arise?
- * How is the warrantor's liability limited?
- * To whom is the warranty given?
- * What must the buyer do to benefit from the warranty?
- * Who is behind the warranty?
- * Who provides service and repairs on the warranty?
- * How long is the warranty in effect?

CCA-05.164

HOME IMPROVEMENT CONTRACTING

All homes require maintenance and repair. You may wish to do the work yourself or hire someone to do it. If you have the time and skills, you can save money and perhaps derive satisfaction from doing the job yourself. Even if you are not an expert there are many books, kits and home improvement centres available to lend assistance along the way. If, on the other hand, you wish to hire someone to do the work, you should take some precautions to ensure that you obtain a good quality job for the money you pay.



"Rest assured we do a first rate job."

FOLLOW THESE STEPS:

1. Identify The Home Improvement Problem

Many home improvements allow a great deal of choice in terms of materials and design. Therefore, you must be able to clearly communicate your ideas and expectations to the contractor. Use pictures or sketches to illustrate your ideas and be able to specify the type and quality of materials. Do not risk being disppointed with a finished product that is not quite what you had in mind.

2. Choose a Reputable Contractor - 2 -

- * Ask friends for names of businesses they would recommend.
- * If the service is sold on a door-to-door basis, ask to see the salesperson's Direct Seller's License. Do not deal with anybody who does not have one. Check in your telephone directory to see whether the business has a permanent office.
- * Call the Better Business Bureau to check on the general reputation of the business.
- * Ask each business representative for the names of some previous customers. Telephone a few of them and ask if they were satisfied with the work done. If possible, arrange to see the home improvement project yourself.
- * Get written estimates from several businesses giving a description of the work to be done, the materials to be used, the beginning and completion dates, the total price and method of payment.

3. Get A Written Contract

Although most people ask for an estimate, a rough guide to the work plan and cost of a project, they sometimes neglect to develop a firm contract between the contractor and themselves.

A contract should contain:

- * The date on which it is signed.
- * The beginning and completion dates, and any penalties for noncompliance.
- * A detailed description of the work to be done.
- * The location of the premises where the work is to be done.
- * A list of materials to be used including colours, grades and qualities.
- * A statement of any warranties that are offered.
- * The total price.
- * The amount of downpayment.
- * The schedule of payments as the work progresses.
- \star .The name, address and telephone number of the contractor.
- * The signatures of the homeowner and contractor

It is also a good idea to include statements to the effect that:

- * The contractor has insurance to protect the homeowner from any liability resulting from the work.
- * The necessary building permits will be obtained and that work will adhere to local building regulations.
- * The contractor will repair or replace property damaged by him in the course of his work.
- * The contractor will clean up and remove debris from the site after completion of the work.

Remember a contract is a legal document, and for major expenditures you should consult your lawyer.



" Ask him about the foundations!"

HOW TO PAY

When you have decided what work you would like done and which contractor you would like to do the work, you may put down a deposit. A deposit is a commitment and if you change your mind you should expect to forfeit the money. Consider the following in deciding how to pay and make sure the details of the payment are included in the contract.

Consider Your Budget

- * Consult your pocket book. Can you afford to pay for the work or would it be better to wait and save more money?
- * If you have to finance the work, shop for the best possible credit terms. Look for financing that includes:
 - (i) A low annual interest rate.
 - (ii) As large a monthly payment as you can handle.
 - (iii) As short a repayment period as possible.

Keep These Points In Mind

- * Never pre-pay in full.
- * Make as small a deposit as possible.
- * Arrange to pay progressively as the work is completed. This gives you leverage if the work is unsatisfactory or incomplete.

The Final Payment

- * Do not make your final payment as soon as the job is done.
- * According to The Builders' Lien Act of Alberta you have the right to hold back 15% of the value of the work done for 35 days after the work is completed.
- * Subcontractors or suppliers who have not been paid for their work or materials may place a lien against your property within 35 days of completing the job or delivering the materials. Should this happen, the 15% "holdback" or lien fund can be used to pay them. In such a situation you cannot be held responsible for more than the amount of the lien fund. (A lien refers to the right to hold or make a claim against a person's property as security for a debt.)
- * If no liens are filed within the 35 day period you can make the final payment. If a lien were filed you would immediately be notified in writing by the Land Titles Office.
- * If you have not held back 15% of the value of the work done to form a lien fund you may find yourself paying twice: once to the contractor and once to the suppliers or subcontractors. Protect yourself!

To avoid problems, you can ask the contractor for all invoices from subcontractors and suppliers. Pay the subcontractors directly or make the cheques out to both the contractor and the other party involved. HOUSEHOLD MOVING

Moving your household is a hectic and tiring business; a process that one in every five Canadian families goes through each year. Since moving can be an expensive undertaking it merits careful consideration by the consumer.

ESTIMATES

Getting <u>written</u> estimates for the job is the first step in moving. Moving companies give estimates free of charge, based on the estimated weight of your furniture and the distance to be moved. Because all major carriers charge the same rates, the estimates should not differ widely. Be suspicious of a substantially lower price from one firm—they may be inexperienced or dishonest.

In situations where the final bill exceeds the estimate the mover remains obliged to unload the goods and release them to the consumer, provided the consumer pays the cost listed on the estimate plus 10%. Then, according to The Motor Transport Act the consumer has 15 days to pay the balance or resolve the dispute. In Alberta, a mover may be in contravention of The Unfair Trade Practices Act if the final bill is materially higher than the original estimate. Complaints concerning estimates may be made at the nearest office of Alberta Consumer and Corporate Affairs.

COST OF MOVING

Charges for local moves (usually within a 25 mile radius of city centre) are based on the time taken to complete the move. Long-distance rates, based on load weight and miles travelled, are set by the Canadian Household Goods Carriers Tariff Bureau Association for all national van lines. These basic rates vary with demand throughout the year.

Over and above the basic moving rates, there are less obvious costs for extra services. The optional packing and unpacking of your goods into boxes adds about 40% to your moving expenses. Other extra costs include: moving pianos, overtime rates, using elevators and exterior stairs, delivering to major cities, guaranteeing an exact delivery date and storage-in-transit.

Consumers should be aware that movers often request full payment in cash, certified cheque or money order before the truck is unloaded.

INSURANCE

Movers will replace or pay for lost and damaged items if they are mentioned on the inventory list. The maximum liability for any loss or damage is the greater of the value declared by the shipper, or \$4.40 per kilogram computed on the total weight shipped. This coverage is included in the basic moving charges. In no instance, however, will the coverage exceed the actual value of the goods. The consumer can ask for a reduced coverage rate. This request reduces the insurance coverage to \$1.32 per kilogram per item.

Movers are not responsible for articles packed by others, unless inspected at the time of the move, and the items are recorded on the inventory list. Fragile items must be marked as such, in order to be insured. Important documents and very expensive items will not have extra insurance coverage unless special arrangements are made in advance. Also, the transport of dangerous goods and damage to other articles due to their transport are not covered unless special arrangements are made.

Insurance claims against the moving company must be made within 60 days of delivery. If the goods are not delivered, claims must be made within nine months of the date of shipment.

Check to see if your homeowner's or tenant's policy provides coverage for goods in transit. If not, it would be wise to buy insurance for the move based on the estimated total value of your shipment. This can be arranged through your insurance agent or the moving company. Valuable items such as antiques should be insured separately. If you insure the shipment, the mover's minimal liabilit becomes void. It is important to note that the mover's insurance never covers the working parts of an appliance. If, for example, a television did not suffer external damage but did not operate upon delivery, you would not receive any compensation.

DELAYS IN DELIVERY

Most moving companies quote a latest acceptable delivery date. The wording in the moving contract may read ". . . delivery on or before" This means that if the moving company is late, they will reimburse you for "reasonable food and lodging expenses."

INVENTORY

The mover lists each item as it is loaded on the van, and notes the condition of the item. Any disagreements you have with the mover about the condition of particular goods should be raised at this time. You will be asked to sign the inventory before the van leaves, indicating that you agree with the description of each item.

Keep your copy of the inventory. You will need it to check the goods when they arrive in order to ensure that nothing is damaged or missing.

FOR A SMOOTH MOVE

- * Arrange for your move at least four weeks in advance. Confirm the date two weeks before the move.
- * If you live in a highrise apartment or condominium, you may have to reserve the elevator in advance. Check with your landlord or building manager.
- * You can cut costs by taking only what you need and selling or giving away the rest.
- * Ship documents, currency, jewellery, watches, gems and precious personal items by other means. Movers will assume no risk for them, nor will they carry perishable goods, pets or plants.
- * If you are packing some goods yourself, use strong containers, pack less than 50 pounds in each and label each box by room.

 The goods you pack yourself are not covered by the mover's liability for damage unless items have been inspected by the mover and listed on the inventory.
- * Supervise loading and unloading. Be at the destination when the van arrives to avoid waiting fees. Movers should place everything where you want it and assemble any dismantled items.
- * Consider doing the move yourself to save money. Renting moving equipment is relatively inexpensive. (Your Move by Joann Moysey, Maclean-Hunter, 1977, offers helpful advice to people wanting to do the move themselves. It is available at most public libraries.) Another less expensive alternative is shipping by train. This may be slower with increased chances of damage. However, for heavy unbreakables such as books or tools, it may be a bargain.

CONSUMER EDUCATION TIP SHEETS

These tip sheets are available from the regional office nearest you.

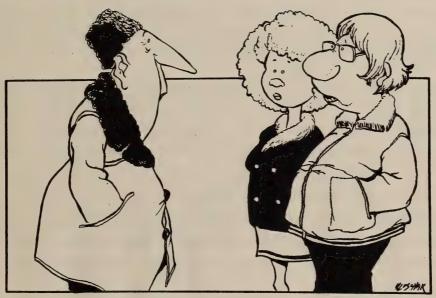
	ADVERTISING GUIDELINES
	ADVERTISING: TECHNIQUES OF PERSUASION
	ALTERNATIVES TO PREMIUM LEADED GASOLINE
	APPLIANCE REPAIRS
	AUTO REPAIRS AND ESTIMATES: CONSUMER BE AWARE BEING A GOOD CONSUMER
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	BUYING A HOUSE
	AUTO REPAIRS AND ESTIMATES: CONSUMER BE AWARE BEING A GOOD CONSUMER BUYING A HOUSE BUYING A USED CAR BUYING TOYS
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	CHILDREN'S ALLOWANCES
	CHILDREN'S ALLOWANCES CLEANING SERVICES - UPHOLSTERY, CARPETS & DRAPERIES
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	CONSUMER COMPLAINTS: BOTH SIDES OF THE COIN
	CO-OPERATIVES AND HOUSING
	CO-SIGNING CREDIT CONTRACTS
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	GUARANTEES & WARRANTIES
	HIRING SOMEONE TO DO THE JOB? BUYER BEWARE
	HOME IMPROVEMENT CONTRACTING
	HOUSEHOLD MOVING
	HOW MARITAL STATUS AFFECTS CREDIT *
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	RECORD AND BOOK BUYING CLUBS
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	RESPONSIBLE CREDIT USE
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	UNSOLICITED MAIL
	VACATION PLANNING

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HOW MARITAL STATUS AFFECTS CREDIT

Credit is a necessity in today's society. Couples often prefer to buy now and pay later, rather than save now and buy later. This is the use of credit.

Marriage, divorce, or the death of a spouse can affect your credit rating. It is important to inform your creditors of any changes in your marital status and to consider separate credit files at the Credit Bureau in case of unforseen changes.



"Not only do we have trouble living within our means, we have a hard time living within our credit."

CREDIT BUREAUS

The registered name Credit Bureau applies to the cross-Canada members of the Associated Credit Bureaus of Canada. They collect information on local consumers who have made credit transactions with members of the Bureau. They provide information taken from credit applications, as well as details relating to an individual's repayment record. In addition, the Credit Bureau records information available through public records, such as statements of claim, judgements, and bankruptcies. When you apply for a loan of any type, the credit grantor may check your credit file at the Credit Bureau to help him determine if you meet his standards.

MARRIAGE & CREDIT

The individual files are usually combined by the Credit Bureau and most retainstores at the time of marriage unless they are otherwise instructed. The couple is then judged as one unit. The poor credit rating of either partner affects the reputation of the other.

Establish a credit rating prior to marriage if possible. This requires a little time. Just follow some of these suggestions:

- * Start a chequing or savings account in your legal or married name. Make regular deposits.
- * Get to know your bank manager. He can be helpful in arranging loans.
- * Apply for a credit card at a local store and pay your bills on time. Some stores will grant separate credit to a housewife who has no outside source of income.
- * Married women may call the Credit Bureau to have a separate file kept under their own name. Use either your first name or maiden name in doing this.

EXAMPLE: Anne Bolin NOT: Mrs. Robert Bolin

Anne Baxter

A. Baxter-Bolin

OR: Ms. with any of the above

It is important that accounts shared by husband and wife be listed with the Credit Bureau under both names. This can also be done with some, but not all, retail store credit departments. Most retail stores extend credit only to employed persons.

SEPARATION, DIVORCE & CREDIT

Separation or divorce complicates the responsibility of credit payments. However, by following the suggestions mentioned below these complications may be avoided.

A wife cannot be held responsible for her husband's credit obligations unless she has signed the contract. However, the husband may be responsible for his wife's credit transactions. If you are thinking about separating or filing for divorce review any outstanding financial contracts to see who signed for them.

Inform, in writing, all institutions, businesses and commercial credit card companies with which you do business, that you will no longer be responsible for debts incurred by your estranged wife. Call the Credit Bureau to have your credit file separated.

Since both parties are equally responsible for joint accounts, couples who separate or divorce should work out payment arrangements with their creditors.

The following examples illustrate credit card responsibility:

- (a) If the card is issued in the name of Robert Jordan, then Robert Jordan is responsible for all debts incurred by using the card.
- (b) If the card is issued to Mr. and Mrs. Robert Jordan, then both husband and wife are equally responsible. This is also true for any loans where both partners have signed the agreement.
- (c) If the card is issued to the husband and he requests an extra card for his wife, then the husband is responsible for all debts as in the case of example (a).

By having separate credit accounts and maintaining separate credit files, the various financial disagreements concerning responsibility for debts can be avoided.

DEATH & CREDIT

Having a separate credit identity can be an advantage in the event of death of a spouse. The surviving person, your wife for example, will have access to credit while the estate is being settled, and will not have to establish a credit identity when she has no access to jointly held assets.

Mortgages can be insured so that in the event of death your survivors do not have to be concerned about these debts. Your life insurance policy should provide enough money to pay off the mortgage if this is desired.

In some cases the surviving member, your wife again, is asked if she wants to have your credit accounts transferred into her name. If she does, she becomes responsible for any outstanding debts. If the spouse refuses to transfer the account, and there is no estate, the debt is usually written off. Local businesses file against the estate for payment of outstanding debts left by the deceased.

Some bank card distributors treat the credit account as a joint account regardless of the fact that the spouse was not a cardholder and did not sign the credit agreement. They will take legal action to collect any outstanding debt. You should get legal advice if this happens.

COMMON-LAW RELATIONSHIPS & CREDIT

Common-law relationships can present problems with joint credit arrangements. Treat financial arrangements between you and your partner as a business agreement. Be careful about co-signing your partner's loans,

especially if they are for a large amount. You will be responsible for payment if your partner fails to make the payments.

If you decide to dissolve your relationship make sure you cancel any joint credit cards, and withdraw your money from joint accounts. Failure-to do so could leave you partially responsible for any debts incurred, and could leave you without cash.

For more information on credit write to Alberta Consumer & Corporate Affairs, Box 1616, Edmonton, Alberta, T5J 2N9, and ask for any or all of the following publications along with a publications list:

Credit Worthiness & Credit Reporting Agencies
Responsible Credit Use
Legal Remedies of Credit Grantors
Co-Signing Credit Contracts
Credit, Putting It All Together
Before You Go Under: A Self-Help Financial Management Guide

ALBERTA CONSUMER AND CORPORATE AFFAIRS REGIONAL OFFICES

CALGARY 253-0909

Box 5880, Postal Station "A" 222 Centre 70 7015 Macleod Trail South Calgary, Alberta T2H 2M9

EDMONTON 427-5782

3rd Floor, Capilano Centre 9945 - 50 Street Edmonton, Alberta T6A OL4

FORT MCMURRAY 743-7231

9809 Main Street Fort McMurray, Alberta T9H 1T7 LETHBRIDGE 329-5360

501 Professional Building 740-4 Avenue South Lethbridge, Alberta TlJ 0N8

PEACE RIVER 624-6214

Peace River Provincial Building 9621 - 96 Avenue Peace River, Alberta TOH 2XO

RED DEER 343-5241

Box 5002 4920 - 51 Street Red Deer, Alberta T4N 5Y5

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IN DEBT?

Having money problems is no disgrace. The important thing is to take positive action to solve the problems.

CAN YOU PASS THIS TEST?

Here are some questions which, if answered honestly, may help you.

		YES	NO
*	Have you recently taken out or considered a consolidation or bill payer loan?		
*	Do you put off rent, mortgage payments, or utility bills as they come due?		
*	Do you have to use credit to pay for necessities such as food?		
*	Are you frequently in an overdraft position at the bank?	, , 🗖	
*	Are you only able to pay the smallest amount possible on charge accounts?		
*	Do you have to moonlight to handle bills?		
*	Are you making any moves (job, home, or bank account) to avoid creditors?		
*	Have you taken out or considered a second mortgage on your home to meet financial obligations?		
*	Have your debts caused problems at home?		
*	Are you skipping credit payments?	Ė	

If you answer yes to any of these questions, you may be headed for trouble. If you answer yes to three or more, you have a serious debt problem.

WHAT'S YOUR NEXT MOVE?

Since it probably took you a while to get into debt, you must also allow yourself sufficient time to work your way out. Do not become impatient or discouraged. Several courses of action are possible but not all of them will solve your debt problem. Carefully consider the following alternatives.

1. Use Your Money Management Skills

Take an honest look at your income, living expenses, and credit payments. Two booklets, one entitled "Before You Go Under: A Self-Help Financial Management Guide," the other entitled "Credit: Putting It All Together," are available to help you. For your free copies write to the

nearest Regional Office of Alberta Consumer and Corporate Affairs. The addresses are provided on the last page of this Tip Sheet.

Once you have an overall picture of your current situation, think about how you can decrease the amount you owe. Can you reduce living expenses in order to speed repayment? Moonlight for a short time? Refrain from buying anything else on credit? Postpone a planned purchase? Do without? Would it be possible to return an item bought on credit? These are tough choices to make and often result in short-term inconveniences, but after a few months of juggling and careful planning you just might have your problem solved.

2. Talk to Your Creditors

Do not hide from your creditors. Talk to them about the problem that you are having and what you think can be done about it. Most creditors will make temporary arrangements. If your creditor offers to consolidate or refinance your loan(s) be sure to consider the pros and cons which are discussed in the next section.

3. Consolidate or Refinance Your Debt

Both of these alternatives could put you deeper in debt, the exact situation you are trying to avoid!

A consolidation loan is a personal loan or a second or third mortgage that is obtained to pay off several smaller loans. The "selling" feature is that you will make only one monthly payment which will amount to less than your current payments. This sounds great, but there is a catch! The lower payment is made possible by increasing the number of payments. As a result, you pay more. If the interest rate on the consolidation loan is higher than those on the existing credit contracts, the cost could be substantially more.

Similarly, with refinancing you negotiate new terms for an existing loan. Again, the "selling" point is an attractive lower monthly payment, but for a longer period of time.

Consolidating or refinancing your debts would be a wise choice only if the loan had a lower interest rate than those on existing contracts and had a comparable repayment period. For example, if most of your debts are on high interest credit cards, it might be helpful to consolidate with a lower interest bank loan.

If you consolidate or refinance, you must take extra care not to obtain more credit once the payment burden is lightened. This would only increase your

problem.

4. Pool Your Debts

Private debt poolers advertise that for a "small fee" they will arrange a "convenient" debt repayment program. You make one regular payment to a debt pooler. He divides up your money and makes payments to all your creditors. Tempting, isn't it! However, debt poolers take a fee "off the top" and, although the monthly payment is often smaller, the number of payments increases. Result: you pay more! Pooling your debts does not prevent your creditors from seizing or suing for payment. Furthermore, creditors do not have to participate in the plan.

5. Seek Counselling

If you have made a serious attempt to solve your money problems but still need help, contact the Family Financial Counselling Service of Alberta Consumer and Corporate Affairs. They may be able to help you over the telephone or you might have to make an appointment to see a counsellor.

The Counselling Service provides several programs for different degrees of money problems.

- * <u>Self Pool Plan</u>: If you have the capacity to repay your debts but need help in setting up a repayment plan, a counsellor can assist you in making arrangements with creditors. In this plan you are responsible for making payments yourself.
- * Voluntary Pool Plan: If your debt problems are more severe or your relationship with creditors is strained, you may use this plan. You make one payment a month to Alberta Consumer and Corporate Affairs, which in turn distributes it to your creditors. Arrangements for payment and your creditors' approval of the plan are looked after by a counsellor. Usually the Counselling Service will assist you in this manner for up to six months; until you are back on your feet financially, and have regained the good will of your creditors. At that time you will resume direct payment of your debts.
- * Orderly Payment of Debts: If your money problems are severe, you may apply to the court for a Consolidation Order under the Orderly Payment of Debts Provisions of the Bankruptcy Act. You then make a monthly payment to the Family Financial Counselling Service which in turn distributes the payment to your creditors. The amount of the monthly payment is set by the court on the recommendation of a counsellor. You

will meet with a counsellor periodically to review your budget and reassess your monthly payment. It can take several years to resolve debt problems under this program. During this time, you and your creditors will be bound by certain conditions of the court.

It is hoped that at the end of any one of the programs offered by the Family Financial Counselling Service of Alberta Consumer and Corporate Affairs, you will not only have resolved your debt problem, but will also have learned how to manage your money better.

REMEMBER, the place to start is with the two booklets, "Before You Go Under: A Self-Help Financial Management Guide" and "Credit: Putting It All Together." To obtain your free copies, contact one of the offices listed below.

ALBERTA CONSUMER AND CORPORATE AFFAIRS REGIONAL OFFICES

CALGARY 253-0909 222 Centre 70 7015 Macleod Trail South Calgary, Alberta T2H 2M9

EDMONTON 427-5782

3rd floor Capilano Centre
9945-50 Street

Edmonton, Alberta T6A OL4

FORT McMURRAY 743-7231 9809 Main Street Fort McMurray, Alberta

T9H 2K5

LETHBRIDGE 329-5360

501 Professional Building 740-4 Avenue South Lethbridge, Alberta T1J 0N8

PEACE RIVER 624-6214

Peace River Provincial Building 9621-96 Avenue Peace River, Alberta TOH 2X0

RED DEER 343-5241

Box 5002 4920-51 Street Red Deer, Alberta T4N 5Y5

CCA-05.200

INSPECTING A HOUSE

A house is one of the most expensive purchases of a lifetime.

Selecting the house to suit your needs can be a complicated matter. How much room do you need? Which area of town will be the most pleasant and convenient? Do you enjoy fixing, renovating and repairing? Do you enjoy yard work? Everyone has different needs and wants in a house, and the inspection should help you determine which house is for you.



" Ask him about the foundations! "

INSPECTION CONSIDERATIONS

There are three major areas to consider when inspecting a house. Some things about a house you cannot change. Being located near a busy street or on a corner, or having a crumbling foundation are very difficult to do anything about. Some things can be changed with the investment of a good deal of work and money. Renovating the kitchen, opening up several small rooms to make a large room, or changing windows may fall into the expensive category. If the location is good, the price is right, and you enjoy renovating, buying a house that needs expensive alterations may be a good alternative. Most houses have some minor imperfections. Fixing these things may not require large sums of money or long hours of work in themselves, but the time and expense can add up

over time. Installing new eavestroughing, increasing the insulation, patching crumbling driveways may fall into the area of minor imperfections.

Look for quality when you inspect a house. This means that the house is well constructed and that it has been built with quality materials and good design

RENOVATION & REPAIR

Inspect a variety of homes before making your final decision. Not every home, new or old, is perfect. Repairs or alterations may be required. If so, you will have to decide four things:

- 1) Can you do the repairs yourself or do you have to hire someone?
- 2) Can you afford the repairs?
- 3) Considering the price of the house, and its overall condition, are the repairs worth the expense?
- 4) How urgent is the need for repairs? Can you wait awhile? If the repairs are minimal or minor, the house could be a good buy.

PROFESSIONAL INSPECTION

Since a house is a major investment you should make sure that you are getting the best quality for your money. Any <u>necessary repairs</u> not added into a "subject to" clause in the purchase contract are your responsibility. <u>Your inspection must be thorough</u>. If you do not feel competent or knowledgeable enough for this kind of inspection, ask some friends or relatives who are experienced in these areas to assist you or hire an expert. Check the yellow pages of the telephone book for listings of appraisers, architects, civil engineers, and contractors. For a fee, they will inspect the house. Extra fees for these experts are worthwhile because they could save you costly repairs in the future.

THINGS YOU CANNOT CHANGE

There are a number of things about a house that cannot be changed. Consider the neighborhood. Does it offer amenities such as good public transportation, shopping, or schools that you may need? Is there adequate distances between the house and your neighbors for privacy?

A house is a permanent structure. The foundation of the house must be solid. Look for cracks. If the foundation is wood, check for signs of decay. Houses shift as they get older. Are all the floors level? Are there any squeaks or dips in the floor? Check the floor joists. These signs may signify major problems.

Here is a list of other considerations.

Things That Cannot Be Changed	<u>Yes</u>	. <u>No</u>
Well designed house	e	
Neighborhood clean, well-kept		
Good access to sunlight		,
Good orientation to sun and street		
Quiet street		
Good view		
Access to shopping	<u></u>	
Access to parks		
Access to schools	·	. ~
Access to entertainment		
Community development plans		
The House		
Adequate room for furniture	, .	
Solid foundation - no cracks		· · · ·
Wide halls		; <u> </u>
Wide stairways	:	
Level floors		
Sturdy stairways with adequate headroom	· · · · · · · · · · · · · · · · · · ·	
Sound walls and ceiling		

Expensive Alterations & Repairs

Many of the changes that you may wish to make to a house can be very expensive. Changes in the floor plan, such as adding rooms, moving walls, adding fireplaces, can be expensive. Utility systems such as heating, electrical and plumbing in the house can be expensive to replace or repair.

Expensive Alterations & Repairs Checklist

Electrical	Yes	<u>No</u>	Cost
220 volt wiring in house			
Stove hook-up	<u> </u>	<u> </u>	-
Dryer hook-up			• ,
Modern breaker box			
Good quality wiring & switches	. <u> </u>		
Plumbing (Check kitchen, bathroom & basement)			
Taps have good pressure		•	
Water is clean			
Water is hot		· .	
Water is cold			
Good drainage		·	· ·
Sinks in good condition			
Pipes in good condition - no leaks	. ·		
Insulation			
Adequate insulation - find out type			
Storm windows and doors	<u> </u>		
Heating			
Furnace/Boiler in good repair	<u> </u>		
Heat vents are clean			
Adequate number of vents			

	- 5 -	Yes	<u>No</u>	Cost
cterior				
Walkway & steps in good rep	air			
Patio, deck & retaining wal good repair			7	
Roof in good condition - no of leakage	sign			

Minor Imperfections & Repairs

E

All of us want to add our personal touch to the place we live. We want to eliminate things which we consider to be in poor taste. Examine such minor imperfections as the color of the walls, carpeting, old-fashioned fixtures or tiles carefully. Can you live with them? If you cannot, can they be changed? How much will it cost? Sometimes minor repairs must be made. These repairs may require you to install new locks, do minor paint touch-ups, or to fix a window. The costs in time and repair are minimal, but these expenses must be considered when inspecting a house. The check-list below will help you assess some of the changes and minor repairs.

	<u>Yes</u>	No Cost
Repainting needed		
New wallpaper needed	<u> </u>	. · · · · · · · · · · · · · · · · · · ·
New carpeting needed		
Modern light fixtures needed		
New weather stripping	1	<u> </u>
New window putty needed	•	* 1
Windows & doors open & close easily		
Deadbolts on front and back doors		<u></u> <u></u>
Smoke detectors needed	- <u> </u>	
Outside of house needs repainting		

MISCELLANEOUS ITEMS

Here are a few other items to check before you purchase a house.

* Measure the rooms. The square footage mentioned in the real estate information sheet can be inaccurate.

- * Check the condition and type of locks on all doors and windows. Consider changing the locks.
- * Check for escape routes in case of fire.
- * Find out if warranties on such items as the furnace or the roof shingles are still in effect.
- * If drapes, rugs or appliances are included in the sale, check the condition of these items. Find out if the items are still under warranty.
- * Check the builder's reputation.
- * Check local zoning and planning for any proposed changes to the neighborhood.

NEW HOME CERTIFICATION PROGRAM

Some new homes are covered by the New Home Certification Program.

Builders pay a fee to register their homes in the program. The first year covers structural problems, building materials and workmanship. The remaining four years covers structural problems only. For a list of contractors who participate in the program and for more information, contact your local New Home Certification Program of Alberta office or the Housing & Urban Development Program (HUDAC).

USED HOME WARRANTY PROGRAMS

A Used Home Warranty is essentially a type of insurance. The vendor arranges the insurance which becomes effective on the sale of the house. The insurance coverage is for the new owner. The coverage applies to appliance systems and structural faults. The premium for this insurance is added to the vendor's closing costs.

Used Home Warranties provide coverage in three areas. The plans usually cover appliance systems such as plumbing, heating and electrical, and some structural failure. If the house, for some reason, becomes uninhabitable, then living expenses are covered.

Most of these plans do have exclusions or deductible features. This means that the insurance only provides coverage if the damage is over a certain amount. Any sum under the specified amount you must pay. If you decide to purchase a house that has a Used Home Warranty, follow these suggestions:

1) Check several insurance companies. Find out more about Used Home Warranties and what they cover.

- Obtain a copy of the policy from the vendor.
- Read the policy carefully. Make sure you know exactly what it covers.
- Check the deductible feature in the policy.

FOR MORE INFORMATION

This tip sheet is designed to be a preliminary guide for inspecting houses. For tip sheets on housing or other topics, write box 1616, Edmonton, Alberta T5J 2N9, for a Publications List, or contact the nearest regional office of Alberta Consumer & Corporate Affairs.

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Box 5880, Postal Station "A" 222 Centre 70 7015 Macleod Trail South Calgary, Alberta T2H 2M9

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Peace River Provincial Building 9621 - 96th Avenue Peace River, Alberta TOH 2X0

RED DEER 343-5241

Box 5002 4920 - 51th Street Red Deer, Alberta T4N 5Y5

CONSUMER EDUCATION TIP SHEETS

The following tip sheets are available from the regional office nearest you.

	18199974714 41175777
	ADVERTISING GUIDELINES
	ADVERTISING: TECHNIQUES OF PERSUASION
	ALTERNATIVES TO PREMIUM LEADED GASOLINE APPLIANCE REPAIRS AUTO REPAIRS AND ESTIMATES: CONSUMER BE AWARE BEING A GOOD CONSUMER
	APPLIANCE REPAIRS
	AUTO REPAIRS AND ESTIMATES: CONSUMER BE AWARE
	BEING A GOOD CONSUMER
	BUYING A USED CAR
	BUYING TOYS
	CHILDREN'S ADVERTISING: A PARENT'S GUIDE
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	CONSUMER EDUCATION SERVICES FOR ADULTS
-	CONSUMER EDUCATION SERVICES FOR TEACHERS
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	FURNACE CLEANING
	HIRING SOMEONE TO DO THE JOB? BUYER BEWARE
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	HOUSEHOLD MOVING
	IN DEBT?
	LANDLORD & TENANT ACT, 1979
	LEGAL REMEDIES OF CREDIT GRANTORS
	MAIL ORDER BUYING
	MISLEADING REPAIR ESTIMATES
	MOBILE HOMES
	PERSONAL SERVICES
	PURCHASING EYEGLASSES AND CONTACT LENSES
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	REFUNDS, DEPOSITS, AS IS & DAMAGED GOODS
	RESPONSIBLE CREDIT USE
	HIRING SOMEONE TO DO THE JOB? BUYER BEWARE HOME IMPROVEMENT CONTRACTING HOUSEHOLD MOVING IN DEBT? LANDLORD & TENANT ACT, 1979 LEGAL REMEDIES OF CREDIT GRANTORS MAIL ORDER BUYING MISLEADING REPAIR ESTIMATES MOBILE HOMES PERSONAL SERVICES PURCHASING EYEGLASSES AND CONTACT LENSES RECORD & BOOK BUYING CLUBS REFUNDS, DEPOSITS, AS IS & DAMAGED GOODS RESPONSIBLE CREDIT USE SALES: CHECK OUT THE SAVINGS SHOP AROUND SHOPPING FOR MAJOR APPLIANCES TELEVISION REPAIRS TRUTH IN SELLING: UNFAIR TRADE PRACTICES ACT UNSOLICITED MAIL VACATION PLANNING
	SHOP AROUND
	SHOPPING FOR MAJOR APPLIANCES
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	UNSOLICITED MAIL
	VACATION PLANNING
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OTHER PUBLICATION	
	management guide
	COSMIC COINSHIP I - Learning to make
	allowances
	CREDIT - Putting it all together
	UNFAIR TRADE PRACTICES

THE LANDLORD AND TENANT ACT, 1979

INTRODUCTION

The Landlord and Tenant Act, 1979 became law in Alberta on July 1, 1979. The following information highlights several provisions of the new Act. Because of the limited scope of this tip sheet, you should go to the Act itself for a full statement of the

The comments that follow apply to residential premises although the Act also addresses itself to commercial tenancies. "Residential premises" do not include premises rented for business purposes with living accommodations attached and rented under a single contract, when there is a written agreement.

THE RESIDENTIAL TENANCY AGREEMENT

A tenancy agreement may be verbal or written. If written, a copy must be given to the tenant within 21 days of the tenant having signed and returned the original agreement to the landlord. A tenant may withhold his rent until he is served a copy of the agreement.

OBLIGATIONS OF A LANDLORD

law.

A landlord is responsible for ensuring that the premises are available for occupancy, are habitable and that he does not disturb the tenant's possession or enjoyment of the premises. Habitable premises must, generally speaking, provide a measure of safety and reasonable comfort.

OBLIGATIONS OF A TENANT

A tenant is responsible for ensuring that rent will be paid on time, that other tenants will not be disturbed and that no illegal acts, trade or business will occur on the premises. He must further ensure that he will not do or allow significant damage to the premises, that he will keep the premises reasonably clean and that he will leave when the tenancy ends.

NOTICE TO TERMINATE

When either a landlord or tenant wants to end a tenancy the notice MUST:

- * BE IN WRITING
- * identify the premises
- * give the date the tenancy ends
- * be signed by the person giving the notice.

The amount of notice needed to end a tenancy agreement varies with the "tenancy period" and may differ for the landlord or the tenant. A tenancy period begins on the day rent is due and ends the day before the next rent is due. This need not be a calendar week, month or year. Note: If a landlord sells the premises, the new landlord (owner) must give the required notice to terminate.

Tenancy Period	Required Notice to be Given		
	by landlord	by tenant	
week-to-week tenancy	1 tenancy week	1 tenancy week	
month-to-month tenancy	3 consecutive tenancy months	1 tenancy month	
year-to-year tenancy	90 days prior to last day of tenancy year	60 days prior to last day of tenancy year	

EXAMPLE: In a month-to-month tenancy where the tenancy period begins the first day of the month and ends on the last day, a landlord would have to give notice before September 1st in order for it to be effective on November 30th. If he did not give the notice until September 1st, it would not be effective until December 31st since he must give three complete tenancy months notice.

SERVING NOTICE

The delivery of a notice of termination is very important. It must be served personally, by registered mail or by certified mail. If one of the latter two methods were used, a landlord would send the notice to the address of the premises rented by the tenant; a tenant would send the notice to the address where he pays the rent.

If a tenant causes a situation where the landlord cannot serve notice by one of the above methods, the landlord may serve notice on any adult who apparently resides with the tenant. The landlord may also serve notice by posting it in a conspicuous place on the premises.

LEGAL REMEDIES OF LANDLORDS

If a tenant breaks a tenancy agreement, the landlord may apply to court for rent arrears and damages. When a tenant fails to move out, the landlord may apply for possession of the premises and compensation from the tenant.

A landlord may end a tenancy agreement without the required notice period if the tenant commits a "substantial breach" of the agreement. A substantial breach

ccurs when a tenant does not live up to his obligations as outlined on page l see paragraph "Obligations of a Tenant"),or commits a series of breaches of he tenancy agreement, the cumulative effect of which is substantial.

here there has been a substantial breach, the tenant may be given 14 clear days otice to leave or, except where the substantial breach is for non-payment of ent, the landlord may apply to a court to end the tenancy. The notice MUST:

- * BE IN WRITING
- * provide details of the alleged breach
- * state the termination date.

he notice to terminate is made ineffective if, before the termination date, the enant writes a notice of objection stating his reasons. If the alleged breach is or non-payment of rent, the notice can also be made ineffective by the tenant aying the rent arrears.

f the tenant serves a notice of objection, the landlord may apply to court for ermination of the tenancy.

NOTE: A landlord cannot end a tenancy agreement because the tenant took some action under this Act, The Temporary Rent Regulation Measures Act or The Rent Decontrol Act or refused to pay a rent increase which was not in accordance with the latter two Acts.

EGAL REMEDIES OF TENANTS

If a landlord breaks the tenancy agreement or contravenes The Landlord and Tenant Act, 1979, the tenant may apply to a court for damages, reduction of rent to compensate for lost benefits, compensation for performing the landlord's obligations, and termination of the tenancy agreement.

SECURITY DEPOSITS

The MAXIMUM security deposit that can be charged is the equivalent of one month's rent. If a larger deposit had been given before this Act came into force, the excess must have been returned to the tenant by September 28, 1979. Until December 31, 1981, a landlord must pay a minimum of 6% interest on the security deposit. As of January 1, 1982, a landlord must pay a minimum of 12% on the deposit. The interest must be paid annually, or the landlord and tenant may agree in writing that it will be compounded annually and paid at the end of the tenancy.

The security deposit must be returned within 10 days of the tenant moving out. If deductions are made, a statement of expenses must be provided to the tenant. Where expenses have to be estimated, the landlord must provide a final statement and the remaining balance to the tenant within 30 days of his moving out.

Deductions may not be taken from a tenant's security deposit for "normal wear and tear" on the premises during his occupancy.

If a tenant disagrees with the type and/or amounts of deductions he may commence an action in court to recover the entire security deposit or the portion to which he claims to be entitled.

RENT INCREASES

In a residential tenancy agreement, whether on a weekly, monthly or yearly basis, a landlord must give the tenant WRITTEN NOTICE of the rent increase. The notice must be given at least 90 full days before the day on which the increase is to take effect, or longer as specified in the tenancy agreement. The day on which the notice is given and the day on which the increase is to take effect do not count as part of the required number of days notice.

A tenant is considered to have agreed to the rent increase if he does not give a notice of termination to be effective on or before the date the rent is to be raised

ABANDONED GOODS

When a tenant leaves goods behind at the end of a tenancy period or when he abandons the premises, the landlord may dispose of the goods if they are worth less than \$300 Goods worth more than \$300 may be disposed of where their storage would result in problems of safety, sanitation or depreciation in value. In addition, if the cost of removal, storage and sale of the goods would exceed the proceeds of their sale, they may also be disposed of. Where neither of these situations apply, goods must be stored for 60 days. If they are not claimed, they may be sold by public auction or, with court approval, by a private sale. If no bid is received on the goods, the landlord may dispose of them.

Money from the sale of abandoned goods may be applied by the landlord to his costs for removal, storage and sale and to any judgement he has obtained against the tenant. ANY SURPLUS MUST BE PAID TO THE PROVINCIAL TREASURER who will hold it for the tenant for one year.

ENTRY OF PREMISES BY A LANDLORD

Generally a landlord must have the consent of the tenant or an adult lawfully present before entering the premises. However, the landlord may enter without consent, if he thinks there is an emergency or that the premises have been abandoned He may also enter without consent, but after notice has been given, in order to inspect or repair the premises or show them to prospective purchasers or tenants.

A landlord's notice of intention to enter premises MUST:

- * BE IN WRITING
- * specify a reasonable time of entry
- * be given to the tenant at least 24 hours before entry.

LOCKS AND SECURITY DEVICES

Neither a landlord nor tenant may be locked out. If a landlord adds or changes a lock, a key must immediately be made available to the tenant. A tenant may only add locks, such as chainlocks, that can be used from inside the premises. These must be installed and removed without damage to the premises or left attached to the premises when the tenancy ends.

IF PREMISES ARE NOT AVAILABLE FOR OCCUPANCY

If premises are not available to move into the first day of the tenancy, a tenant may reject the tenancy agreement or ask the court to order the landlord to comply with the tenancy agreement. The tenant may also apply to the court for damages resulting from the breach.

IF A TENANT DOES NOT MOVE OUT

A landlord may apply to a court for damages from a tenant who does not move out at the end of the tenancy. Damages may result from the tenant's failure to move and may include damages resulting from the landlord's liabilities to a new tenant because the premises are not available for occupancy.

PENALTIES FOR NON COMPLIANCE WITH THE ACT

A landlord or tenant who does not comply with the sections of the Act dealing with security deposits and locks and security devices, or who does not comply with a court order under this Act is liable, on summary conviction, to a fine of up to \$1,000.

FOR MORE INFORMATION

Refer to The Landlord and Tenant Act, 1979. Copies can be purchased from a Landlord and Tenant Advisory Board, or from:

Alberta Government Services Publications and Statutes 11510 Kingsway Avenue EDMONTON, Alberta T5G OX5 Tel: 427 4952 * Contact the Landlord and Tenant Advisory Board in your city, town, or municipality:

BANFF LANDLORD & TENANT ADVISORY BOARD c/o Banff Social Planning Office Olympic Building, P.O. Box 1835 Banff, Alberta TOL OCO Phone: 762-4426

CALGARY LANDLORD & TENANT ADVISORY BOARD 3rd Floor Calgary Public Building 205 - 8th Avenue S.E. Calgary, Alberta T2G OK9 or P.O. Box 2100

Calgary, Alberta Phone: 268-4656

CANMORE LANDLORD & TENANT ADVISORY BOARD Box 699

T2P 2M5

Canmore, Alberta TOL OMO Phone: 678-5545

EDMONTON LANDLORD & TENANT ADVISORY BOARD 10237 - 98 Street, Musial Building

Edmonton, Alberta T5J OM7 Phone: 426-4951

FORT McMURRAY LANDLORD & TENANT ADVISORY
BOARD

c/o AID Office (P.S.S.) Clearwater Centre, Reidel Street Fort McMurray, Alberta Phone: 743-2233 JASPER LANDLORD & TENANT ADVISORY BOARD Preventive Social Services Board Box 1090 Jasper, Alberta TOE 1E0

Phone: 852-5808

LETHBRIDGE LANDLORD & TENANT ADVISORY BOARD Yates Centre, 4th Avenue & 10th Street S. Lethbridge, Alberta TIJ OP6
Phone: 329-0636

MEDICINE HAT LANDLORD & TENANT ADVISORY BOARD City Hall Medicine Hat, Alberta

Medicine Hat, Alberta Phone: 527-3632

RED DEER LANDLORD & TENANT ADVISORY BOARD Suite 6, 4809A - 48 Avenue Red Deer, Alberta T4N 3T2 Phone: 343-0410

HINTON LANDLORD & TENANT ADVISORY BOARD Box 818, Civic Building Hinton, Alberta TOE 1B0 Phone: 865-2217

* Or contact the nearest Regional Office of Alberta Consumer & Corporate Affairs:

ALBERTA CONSUMER AND CORPORATE AFFAIRS REGIONAL OFFICES

CALGARY 253-0909

Box 5880, Postal Station "A" 222 Centre 70 7015 MacLeod Trail South Calgary, Alberta T2H 2M9

EDMONTON 427-5782

3rd Floor, Capilano Centre 9945 - 50th Street Edmonton, Alberta T6A OL4

FORT McMURRAY 743-7231 9809 Main Street Fort McMurray, Alberta

T9H 1T7

LETHBRIDGE 329-5360

501 Professional Building 740 - 4th Avenue South Lethbridge, Alberta TlJ 0N8

PEACE RIVER 624-6214

Peace River Provincial Building 9621 - 96th Avenue Peace River, Alberta TOH 2X0

RED DEER 343-5241

Box 5002 4920 - 51 Street Red Deer, Alberta T4N 5Y5

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LEGAL REMEDIES OF CREDIT GRANTORS

PROCEDURE FOR REPOSSESSION OR SEIZURE

One method by which a creditor can collect an overdue account is by repossession or seizure. This occurs when the Sheriff, on behalf of a creditor, takes goods from a purchaser who has failed to make payments according to the terms of his contract. By virtue of The Seizures Act a creditor cannot personally take back goods. Only the Sheriff or his delegate can do so.



"So much for having to keep up to the Joneses."

If a creditor wants to repossess or seize goods on a conditional sales contract or chattel mortgage, he provides a Distress Warrant to the Sheriff. This describes the goods to be seized and is attached to the conditional sales contract or chattel mortgage. The Sheriff delivers the Warrant to the debtor and either takes the goods away immediately or attaches a sticker and leaves them with the debtor. The goods in question are then effectively put in the debtor's trust and during this time he cannot sell them and he is responsible for taking reasonable care of them.

- 2 -

If the debtor objects to the seizure or repossession, he must complete the Notice of Objection form accompanying the Distress Warrant left by the Sheriff. This must be returned to the Sheriff's office within 14 days of the seizure. If an Objection is filed, a hearing is set and all parties are notified of the date.

At the hearing, a judge reviews the evidence and makes a decision about the disposition of the case. This could involve either approval or refusal of the creditor's application for removal and sale of the goods.

Note: If a debtor does not file a written objection, or does not appear at the court hearing, there is a strong likelihood that the judge will decide in the creditor's favour. Never ignore legal papers or process. Not doing anything usually works against you.

The procedure for repossession and seizure is very complicated and is discussed here only as a general guide. If you are ever involved in a repossession or seizure, contact a lawyer or the Sheriff's office for further assistance.

A SPECIAL NOTE ABOUT VOLUNTARY REPOSSESSION

Often a creditor approaches a debtor and tries to get him to sign a <u>voluntary</u> consent form, referred to as a quit claim, to return goods to the creditor. In this way the creditor avoids going through the courts or the Sheriff's office for a seizure. By signing a quit claim the borrower gives up his right to object and, for that reason, the practice is not recommended from the debtor's point of view.

It is important to know that a creditor's remedies are the same, whether he proceeds on a quit claim or goes to court and proceeds with a legal repossession or seizure. For example, on a conditional sales contract he can either repossess or sue; on a chattel mortgage he may be able to seize and/or sue. The need for caution exists since it is not uncommon for a creditor holding a conditional sales contract, to take back the item on a quit claim, sell it and then try to collect any balance still owing. By law, once he has received the goods, he has no legal right to claim for any amount that remains after the goods are sold. That does not, however, prevent the creditor from trying to get a voluntary payment from the debtor. If this additional sum were paid by the debtor, he could go to court and claim the return of this sum.

With a <u>chattel mortgage</u>, however, the creditor still has the right to claim from the debtor any amount still owing on the debt after the goods are sold if it is not a consumer purchase.

EXEMPTIONS FROM SEIZURE

The Exemptions Act of Alberta specifies items that are exempt from seizure. The following are the major exemptions, although others exist:

- Household furniture and appliances valued up to \$2,000
- 2. An automobile worth \$2,000 or less which is required for business purposes
- 3. Up to \$8,000 of the total value of a house owned and occupied by the individual or \$16,000 if owned in joint tenancy
- 4. Up to \$3,000 of the total value of a mobile home owned and occupied by the individuals.

NOTE: Goods purchased on a conditional sales contract do not fall within the provisions of <u>The Exemptions Act</u> since in this type of contract title or ownership of the goods stays with the creditor until the final payment is made.

PROCEDURE FOR SUING

Another method by which a creditor can collect on an overdue credit contract is to sue the borrower for the amount owing.

As with a repossession or seizure, this is a legal procedure which takes place through the court system. It is handled by the Court of Queen's Bench or, if the claim is for \$1,000 or less, it can be handled in the Provincial Court, Small Claims Division. In either case, the creditor files a Statement of Claim, the debtor is notified and given the opportunity to file a defence and at a court hearing a judge makes the final judgement. If the debtor does not file a written defence, or if he does not appear in court, a default judgement may be made against him.

If the creditor is granted a judgement in his favour he can collect the debt by seizure and/or garnishment. In the case of seizure, the creditor (acting through the Sheriff) seizes goods to the value of the judgement given by the court. Garnishment, on the other hand, is a court order presented by a creditor to a debtor's employer requiring that part of the debtor's wages be paid into the court and then disbursed to the registered creditors.

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Under the Alberta Supreme Court Rules, creditors are limited as to how much of a debtor's salary or wages can be claimed each month by garnishment. The limits are caused by the fact that a debtor can claim the following exemptions from garnishment:

1. A married person can keep \$400 a month

2. A married person with dependents can keep \$400 plus \$80 for each dependent each month

3. A widow, widower, unmarried mother or divorced person with dependents can keep \$300 plus \$80 for each dependent each month

4. An unmarried person can keep \$300 a month

A garnishee summons is legally valid for only one pay period. If the amount of the wages or salary available for garnishment in one pay period is not sufficient to satisfy the debt, the creditor must apply to the court for another garnishee summons for each and every pay period until the debt is paid off. Since the costs associated with garnishment are quite high and are charged back to the debtor, it is in the debtor's best interest to get the debt paid off with as few garnishments as possible.

In addition, garnishments are expensive for the employer to process and may be the cause of poor employer/employee relations. Section 40 of The Alberta Labour Act, Chapter 33, R.S.A. 1973 states that:

"No employer shall dismiss, terminate, lay off or suspend an employee for the sole reason that garnishment proceedings are being or may be taken against the employee."

While this protection exists, it is difficult to enforce. If a person has had a legal judgement made against him for an overdue credit commitment, it would be in his best interest to avoid causing the creditor to use garnishment as a method of debt collection.

For further information on the subject of credit, write Alberta Consumer & Corporat Affairs, Box 1616, Edmonton, Alberta T5J 2N9 and ask for the following tip sheets:

"Co-signing Credit Contracts"
"Credit Worthiness & Credit Reporting Agencies"
"In Debt?"
"Responsible Credit Use"

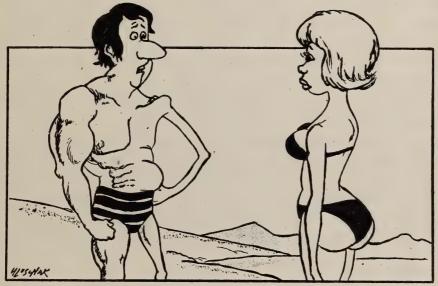
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SUPER APP AIRS

MAIL ORDER BUYING

Flip through any magazine, or browse through the contents of your mailbox and you'll see mail order advertisements for everything from frilly underthings to fast growing shade trees.

There are hundreds of firms selling merchandise through the mail, and they process thousands of orders each week. In fact the number of mail order transactions conducted in Canada is so large that problems are certain to occur.



"I'M STILL WAITING FOR THE SECOND HALF OF MY MAIL ORDER BODY BUILDING COURSE."

COMMON COMPLAINTS

The most frequent consumer complaints are listed below:

- * non or slow delivery
- * the item is of lesser quality than anticipated
- * the advertised description of the item is inadequate, inaccurate, or misleading
- * the item does not do what the advertisement said it would do
- * mistakes in billing
- * difficulties in obtaining refunds under the mail order company's quarantee

LEGISLATION & CONSUMER RESPONSIBILITY

It is against the <u>Alberta Unfair Trade Practices Act</u> to advertise in a misleading or deceiving manner. For example, a mail order company cannot do the following:

- * advertise that using a particular product will remove "X" number of inches from your waistline if this is not true
- * display the price of an article itself in large print and the price of shipping and handling in small print
- * claim that the product advertised is only available from a particular mail order company when this is not true

However, eventhough this legislation exists, consumers must rely on their own judgement. A certain amount of "puffery" is still allowed in advertisements. This is not considered misleading but can be very convincing. Also, although provincial officials check on offending advertising, there is such a large number of mail order advertisements in magazines, newspapers, catalogues and direct mail that it is unrealistic to expect all misleading claims have been discovered and removed from the marketplace.

The <u>Unfair Trade Practices Act</u> may help consumers recover losses caused by misrepresentations. But, you should be aware that when the mail order company and its assets are located outside Alberta, there are technical complexities which make it difficult and expensive to recover losses. Since most mail order companies <u>are</u> located outside Alberta, and since many mail order purchases are relatively inexpensive, it is often not worth trying to recover losses.

PREVENTING PROBLEMS

Since problems are common and sometimes difficult to solve, the best policy is to prevent them from happening. Consider the following guidelines when buying by mail;

- * Shop around! Could you get a better deal from another mail order business? Is the item you want available at a local store that you know and trust? It's usually better to see and examine an item before buying it.
- * Deal with established, well-known mail order businesses, especially those recommended by friends and neighbours.
- * Look for the Canadian Direct Mail/Marketing Association logo in the mail order advertisement. The logo is reproduced below.



- * Check the company's reputation with the Better Business Bureau. For out-ofcountry businesses, they can give you the name of the Bureau closest to the company in question so you can make enquiries.
- * Pay attention to the fine print in the advertisement. Does acceptance of the "special introductory offer" commit you to buy a specified number of books, records, etc. over a period of time?
- Be aware of negative option sales. Under this order system consumers who have joined a buying club, such as a record or a book buying club, regularly receive a card listing the featured selection. Some clubs send the merchandise itself. If the club member does not let the company know that he doesn't want the item, or in the second case send the item back within the specified time period, this indicates acceptance of the product and a bill will be sent. Negative option sales often cause problems for consumers who tend to procrastinate.
- * Never be tricked into paying for merchandise that has been sent to you unsolicited. Refuse the parcel or tell the business that they can pick it up.
- * If a guarantee is offered, always check the exact terms.
- Be on the lookout for extravagant claims. Nothing you can order by mail will "give you the bust you've always dreamed of" or make you "a millionaire overnight". If it sounds too good to be true it usually is.
- * Realize that it is often difficult to buy an item by description. Even simple words like "red" can mean different things to different people.
- * Look for the complete company name and address in the advertisement, in case you have to contact the company about a problem with your order. Many companies provide only a box number. Although different trade names in advertisements may lead you to think you are dealing with several different companies, you will often notice that the address under a variety of trade names is the same. This means you are dealing with only one company, not several.
- Don't assume that an advertisement appearing in a reputable magazine must be legitimate. Although some publications screen advertisements, this is not always the case.
- * Realize that when the seller and his assets are located outside Alberta, there are technical complexities which make it difficult and expensive to recover losses.
- * Order C.O.D. if possible. That way if the merchandise is not delivered you are in a good position to have your complaint handled.
- * Include your return address with your order and notify the company of any change in your address. Blame for non-receipt of goods lies with the purchaser if he forgets to do this.
- * Keep the following records:
 - money order or cheque number
 - order date
 - name and address
 - a notation of where and when the advertisement appeared

- * Examine the merchandise as soon as you receive it and notify the company immediately if you've received wrong or damaged goods. Failure to do so can remove the seller's obligation to replace or repair the goods.
- * If you decide to return the merchandise, send it by registered or insured mail.

SOLVING PROBLEMS

Despite all your precautions, you may find it necessary to lodge a complaint against a mail order business. Remember that any company can make a legitimate mistake. Give them a chance to resolve it. If you have a justified complaint, follow the steps outlined below:

- * Write to the company including the following details in your letter:
 - item(s) ordered
 - date ordered
 - vour name and address
 - number of cheque or money order or a photocopy if you've already received your cancelled cheque
 - a clear statement of the problem
 - a clear statement of what you want done to correct it
- * Be persistent. It may take more than one letter to settle the matter.
- * If you don't obtain results, write to "Operation Integrity", the complaint department of the Canadian Direct Mail/Marketing Association. Give them as many details as possible, including what you've done to solve the problem yourself. Their address is provided below:

Operation Integrity Suite 405 150 Consumers Road Willowdale, Ontario M2J 1P9

* If you still can't resolve the problem, or if you think the representation made by the mail order company is deceiving or misleading, contact the nearest Regional Office of Alberta Consumer & Corporate Affairs.

FOR MORE INFORMATION

Send for the tip sheets listed below:

- * Unsolicițed Mail
- * Record & Book Buying Clubs
- * Truth in Selling: Unfair Trade Practices Act

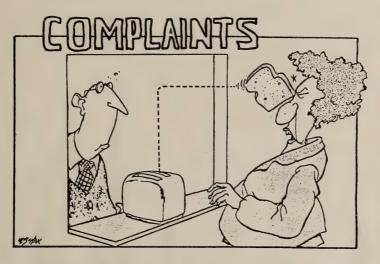
They're available from Alberta Consumer & Corporate Affairs, Box 1616, Edmonton, Alberta, T5J 2N9. Or contact the Regional Office nearest you. Regional Offices are located in Calgary, Fort McMurray, Edmonton, Lethbridge, Peace River and Red Deer.

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MISLEADING REPAIR ESTIMATES

Misleading estimates on repairs to consumer goods, televisions, appliances, cars, continue to be a leading source of consumer complaints. These repairs are often expensive, inconvenient, time consuming, and at times, genuinely baffling. Because manufactured goods are usually fairly complicated, it can be difficult to know how to arrange for repairs when something goes wrong. The good news is that you can learn.





Most consumer repair complaints concern misleading estimates which create discrepancies between the initial estimate and the final bill. If this sounds like your problem, you may be the victim of an unfair trade practice. If so, you may

be protected by The Unfair Trade Practices Act.

*

Most repair shops are run by business people who are fair, honest and anxious for your repeat business. They won't "underestimate" you. But occasionally, you run into a situation where you're asked to pay significantly more than was originally estimated. AND THAT'S AN UNFAIR TRADE PRACTICE.

WHAT DOES THE LAW SAY?

Generally, a misrepresentation which deceives a consumer is an unfair trade practice. So if you're a consumer and your final bill for some transaction (goods or service) is substantially more than was originally estimated, you've been given a misleading estimate and THAT'S AN UNFAIR TRADE PRACTICE.

PREVENTION

What's the best way to avoid getting trapped in an awkward situation concerning a misleading estimate? First you should be aware that some business firms give estimates that cover parts and labour, while others give estimates for labour only. Be sure to know what your estimate covers. Try to get an estimate IN WRITING for the total price, including parts (any materials) and labour. Secondly, if more work is needed, INSIST on being contacted before that work is done. That way you can be sure your bill will be within range of the estimate. Thirdly, deal only with a reputable repair outlet.

A TYPICAL ENQUIRY/COMPLAINT

Enquiry:

When my TV needed repairs recently, I obtained an estimate and approved the work to be done. When I went to pick up the TV, I still ended up with a bill a lot higher than the original estimate. Now they won't give me my TV back until I pay the bill. Can they do this? Do I have to pay the increased bill?

Answer:

There are basically two problems involved here: the dispute over the bill and the shop's refusal to return the TV. According to THE UNFAIR TRADE PRACTICES ACT the onus is on the repair shop to get the owner's prior consent before proceeding with a repair which is materially more than the estimated or quoted price. That is why a clearly written and signed estimate specifying the authorized repairs and charges is important.

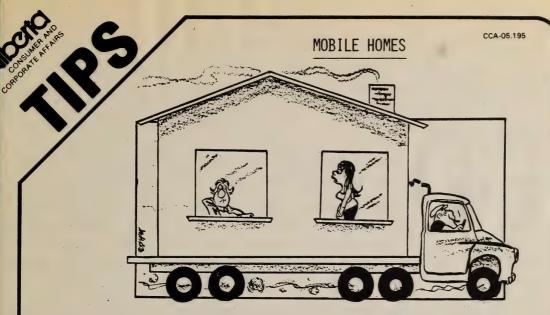
Unfortunately, when a disagreement occurs, it tends to be a case of pay now, dispute later. THE POSSESSORY LIENS ACT allows the repair shop to hold the repaired article until payment is received for repairs authorized on the work order. Simply put, a lien is a legal claim against property for the satisfaction of a debt. In this case the property is your TV and the debt is the repair bill which is in dispute. Your TV serves as security on the unpaid debt. The alternative to paying the bill first and arguing later is to go through the courts to get your TV back. The repair shop could conceivably continue to hold your TV as security against the unpaid bill until the dispute is resolved.

PREVENTING PROBLEMS

- * Deal with a reputable repair shop.
- * Obtain estimates in writing.
- * Ask that, if further work is needed, you be contacted, so leave a phone number where you can be easily reached.
- * Ask the shop to return the used parts; keep these in case of problems later.

SOLVING PROBLEMS

- * Talk to the repair shop clearly explain your concerns.
- * Present important records estimates, bills, warranties, reports from other mechanics.
- * Consult the manufacturer's representative if the dealer cannot resolve the complaint on a new purchase to your satisfaction.
- * Contact the nearest regional office of Alberta Consumer and Corporate Affairs if you are unsuccessful in resolving what you believe to be a valid complaint. We may be able to assist you in reaching a solution.
- * Last chance: The Provincial Court: Small Claims Division. If you feel your claim is still outstanding after everything possible has been done, file a claim in the Small Claims Division of Provincial Court for any amount up to \$1000.00.



"Just how far behind are we on our mortgage payments?"

For some people the mobile home represents a solution to the high cost of housing. Other people simply see mobile homes as an alternative to single detached housing or to multi-unit housing complexes. Under any circumstance, the decision to purchase a mobile home is a major one. Look at many mobile homes before choosing one in order to ensure you are obtaining the best value for your money. Investigate the dealer to see that he is trustworthy.

WHAT IS A MOBILE HOME?

A mobile home is a factory built, single family dwelling designed to be transported on its own chassis and wheel system, or by any other means to an acceptable lot for year round habitation. Mobile homes are not made to withstand constant moving; in that sense they are not really mobile.

Following are the three major types of mobile homes that are available:

- (1) Single Wide up to 14 feet wide and 65 feet long.
- (2) Expandable one or more room sections that fold into the main unit when being transported. Unit can be expanded at site.
- (3) Double Wide consists of two single unit sections joined together at the site to provide a bungalow style house up to 24 feet wide and 65 feet long.

The purchase price of a mobile home is less than conventional housing with most of the same features and some more as well. A typical mobile home includes a living room, kitchen-dinette, bathroom, at least two bedrooms and

built-in cabinets and closets. Mobile homes are usually equipped with a stove, refrigerator, automatic heating system, furniture, carpeting, and draperies. Optional features may include air conditioning, dishwasher, washer and dryer, and a garbage disposal unit.

USED MOBILE HOMES

If you are planning to purchase a used mobile home, use a great deal of caution. All mobile home dealers in Alberta must be licensed and bonded by the province and by some municipalities. However, if you are not purchasing from a dealer, thoroughly investigate the registration and make sure there are no liens against the unit. This can be done by copying the serial number, usually found on the home's metal frame or hitch, and having a search done by both the Motor Vehicle Branch and Central Registry.

When buying a used mobile home, ask if there are any warranties existing on the mobile home and its contents. If so, find out where the warranties will be honored. The warranties may be of little value if the seller is from another province or the dealer has gone out of business.

CHOOSING A SITE

Know where you are going to locate your mobile home before making a purchase. Check with the community where you intend to locate. Attitudes, zoning regulations, and availability of space vary.

If you do not own property, you will have to rent or lease a site in a mobile home park. Walk around several home parks. Check the facilities and talk to some of the residents. Get a copy of the park regulations to find out about rules, fees, eviction policies, and rental agreements.

CONSTRUCTION

The Canadian Standards Association has developed a set of minimum construction and structural standards known as CSA Z240 series. These standards cover vehicle frame, structural, plumbing, gas and oil, and electrical requirements. If a mobile home has been built to these standards, the CSA Z240 seal will be located on the outside of the mobile home near the main door. In addition to the CSA standards, the Alberta government requires that mobile home construction meet Alberta Uniform Building Code standards. An Alberta label is usually found near the CSA specification sheet. Any mobile home built in Alberta will have at least these two seals on it.

Some double-wide mobile homes manufactured in Alberta will have an A277 requirement seal. The A277 Standards are the same as the Canadian Residential Standards which are more stringent than the Z240 requirements.

INSTALLATION AND TRANSPORTATION OF HOME

Special convoy trucks transport mobile homes to their sites.

Provincial highway regulations control transportation of mobile homes. If
you are making arrangements to transport a mobile home yourself, check with
the Transportation Safety Branch of Alberta Transportation for regulations
regarding this.

It is very important that your mobile home be properly blocked on the site. Blocking should be done by a qualified person, preferably by the dealer from whom the home is purchased, and it should be checked every six months. See the manufacturer's blocking and tie down instructions which accompany the home. Improper blocking can nullify the manufacturer's warranty. Furthermore, some municipalities have local building codes which require certain types of foundation. Be sure to enquire before you arrange delivery.

FINANCING

Mobile homes are often financed through a conditional sales contract, which is the same type of loan secured on a car or appliance. This means you will have higher interest rates and a shorter repayment period than for conventional housing.

Mobile homes may also qualify for financing under the National Housing Act or Alberta Home Mortgage if they meet the Canadian Code of Residential Construction Standards (which are more stringent than the CSA Z240 standards) and if the purchasers meet certain requirements. Furthermore, the purchaser must either own his own lot or have leasehold rights for five years longer than the term of the mortgage.

INSURANCE

Purchase insurance for your mobile home. Your insurance should cover property, liability, and perils such as fires and storms. If the mobile home is going to be moved, coverage for physical damage is necessary. The general rule for the amount of coverage for a mobile home is as follows:

- (a) New mobile homes are covered for the cost of the home.
- (b) Used mobile homes, due to depreciation, are covered at their cash value

ADDITIONAL COSTS

In addition to the initial price of a mobile home, consider the following additional costs:

- * site rental fee if you do not own the property
- * costs for skirting, steps, and foundation
- * insurance coverage
- * cost of blocking and setting up of mobile home if it is not included in purchase price
- * delivery fee or mileage limit for free delivery
- * legal fees for a lawyer, if one is used
- * hook-up charges for utilities, gas or propane, and telephone

DEPRECIATION

Mobile homes that do not have a permanent foundation tend to depreciate in value. Depreciation rates vary from 20% in the first year to 2 to 5% after three years. Most mobile homes will depreciate up to 50% before they are ten years old.

POINTS TO CONSIDER

- * Take your time shopping for a mobile home. Be certain that you are obtaining the best value for your investment.
- * Be aware of credit costs, insurance requirements, and location lot rental.
- * It is recommended that you hire a lawyer to oversee any mortgages, financial arrangements, or contracts.
- * Be certain you understand your purchase agreement. Do not sign any contract or make any deposit unless you understand all its implications and terms.
- * Do not accept verbal promises of warranty or service. Obtain such claims in writing and make sure your mobile home dealer can make alterations or adjustments.
- * Make sure you know which warranties are honored by the mobile home dealer and which are not. Find out who is responsible for them.
- * Remember, a contract is only as good as the parties involved. Check on the seller's reputation and stability. Talk to other people who have purchased homes from the seller.

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MODULAR HOUSING

Modular housing is prefabricated in the factory and assembled on site. The term can correctly be used to describe various kinds of housing. The modular aspect of the housing is often less important than the building quality of the construction, the zoning regulations of the municipality where the building is to be located, and the financing arrangements available for the particular type of housing.

TYPES OF MODULAR HOUSING

During the 1960's modular housing generated some excitement. It was billed as "the housing of the future". Habitat, an apartment complex in Montreal featured factory built modules of similar size, stacked and arranged to produce units of various sizes, depending upon the number of modules used. Similar principles could be used in all types of housing, including the single family dwelling. The young family could start with the core unit and then add the modules as the family's needs required and the pocket book permitted. Although one occasionally sees advertisements for structures making use of these ideas, they have not gained wide public acceptance.

Many, including some salesmen in the industry, regard double-wide mobile homes as modular housing. There are some important differences. Homes cannot be financed by mortgage unless they are permanently affixed to a foundation. Land use bylaws prohibit the placement of mobile homes in all but specially zoned areas of the large cities. Smaller towns and rural municipalities may not restrict placement of mobile homes to the same extent. Modular homes are generally financed by mortgage and are not restricted by land use bylaws.

Some modular housing looks very much like conventional housing. The floor joists are wood, as are the wall frames and roof. The construction codes are the same as for conventional housing. The house is built in a factory in sections small enough to fit on the flat bed of a truck. They are hauled to the building site, then assembled on a permanent foundation.

Home packages can be purchased in various stages of completion. Pre-cut packages provide all the lumber cut and delivered to the building site.

There it is assembled. Other packages include more work completed in the factory. The walls and roof trusses may be assembled and ready to set up.

A roughed-in shell may be purchased with all the electrical work, plumbing, heating, insulating and finishing to be done on site. The cost of the package

depends on the quantity and quality of building material and the amount of labour done before delivery.

THE ADVANTAGES OF MANUFACTURED HOUSING

<u>Cost</u> - A modular house generally costs less than a comparable conventional home. The assembly line makes more efficient use of labour. The cost of the building material can be reduced by large volume purchases. The building material does not have to be moved from place to place. Loss from theft at the building site is also reduced. Construction is not interrupted by poor weather. This results in a lower price to the consumer.

On-Site Labour - 85 to 95 percent of the labour on the house is completed at the factory. The foundation or basement is prepared on the building site. The utilities, water, power, gas and septic system must be ready for hook-up when the home arrives. Once the utilities and foundation are ready, and the home arrives, very little time is needed before you can move in.

<u>Appreciation In Value</u> - Modular homes are considered permanent structures which tend to increase in value much like conventional housing.

<u>Financing</u> - Modular homes may be financed by mortgages. (Refer to the tip sheet, "Mortgages")

DISADVANTAGES

<u>Design Limitations</u> - Many modular homes have rather unimaginative designs. Their manufacturers often limit the width of the unit to 24 feet to facilitate transportation. Often front doors open directly into the living room. The pitch of the roof is often less than in conventionally built houses. The windows are often smaller. However, some manufacturers will prepare a package to your design and specifications, so these problems can be overcome.

<u>Building Materials</u> - Building materials may be of a low quality unless specified in the contract.

<u>Resale</u> - The design limitations and quality of the building materials may add up to a less attractive resale prospect.

PROBLEMS EXPERIENCED BY ALBERTA CONSUMERS

<u>The Contract</u> - Deceptively simple two page contracts are common in the Industry. The consumer and the lawyer must be alert to all the implications of the contract. Remember that the consumer is required to pay 90% of the cost of the house before delivery unless other arrangements are made.

Progress Payments - A schedule of progress payments is outlined in most contracts. This is not unusual when you contract the building of a house. The builder starts construction on the advancement of some cash. When each successive stage is completed, more money is required to continue the work. While building is done on the site in conventional housing, it is done in the factory in modular housing. In fact, the buyer is expected to pay 90 to 95% of the price of the modular home before it is delivered to the building site. Problems arise if the manufacturer goes bankrupt or if the consumer is not satisfied with the quality of the materials or standard of workmanship or if the house is damaged on delivery. It is difficult to refuse delivery when you own 90% of the house or more.

Some consumers have arranged with their lawyer and the modular home manufacturer, or his agent, to submit the progress payments to the lawyer, to hold until the home has been delivered in satisfactory condition and built to the contracted specifications.

Quality Specification - Some contracts are vague in specifying quality. They will state that lino, kitchen cabinets and carpets will be provided, but say nothing of the quality which can vary considerably. When the house arrives with flooring substituted for the type illustrated in the brochure, or 1/2" gyprock substituted for 3/4", disputes arise.

Late Delivery - Some Albertans have had problems with late delivery of their homes. Their building site is prepared, the basement dug, the concrete poured. Everything is ready for the house but it does not arrive. What can they do? Late delivery is not sufficient reason to cancel the contract, unless it is definitely stated as a condition of the contract. Prior to signing the contract, your lawyer may insert a penalty clause in case of late delivery stating, for example, that the manufacturer will be responsible for any interest on interim financing due to late delivery. Add a further clause stating that the contract is subject to cancellation at no penalty to the buyer if the home is not delivered by such a date.

THE COST OF SETTING UP A MODULAR HOME

In order to estimate the total cost of setting up a modular home, fill out the following work sheet as accurately as possible.

Land

The	Bui1	lding	Lot

Legal Fees (contract for land and home, searches & closing)
Land Survey (if needed)
Building Permit
Soil Percolation Test (If septic system is required)
Well
The Modular Home
Modular Home Package
Floor Plan Modifications
Options
Transportation To Site
Other Buildings (Garage, carport, storage sheds)
Exterior Construction (Stairs, patio, deck, etc.)
Landscaping
Interior Finishing Not Included (light fixtures, floor covering, wallpaper)
Site Work
Landclearing
Preliminary Grading
Foundation - excavation
- construction
Road or Driveway Construction
Power - over ground or under ground
- transformer
- hookup
Sub Total

	Sub Total (Brought Forward)
	Telephone (Installation of line)
	(Installation)
	Gas (Installation)
	(Hook-up)
	Septic System
	Plumbing & Hook-up
,	Plumbing & Hook-up from well to homeor public water
	Final Grading
	Inspection
Other	<u> Expenses</u>
	Homeowners Insurance Policy
	Budget For Landscaping, Fencing
	Property Tax
	Maintenance Cost - painting, cleaning, general repairs
	Legal Fees (contracts for land, home, searches, and closing costs)
	TOTAL

BEFORE BUYING A MODULAR HOME PACKAGE ...

- Find out about any municipal regulations which might restrict the type of housing allowed on your lot or acreage.
- Investigate possible financing alternatives.
- Shop around for the manufacturer which offers quality building, appropriate house plans and good service.
- Benefit from the experience of others who have purchased modular homes by talking to them and viewing their modular homes.
- Get a firm price for the unit, transportation, installation and hook-ups.

 The price depends on the size of the unit, quality of materials, appliances included and the amount of work done by the manufacturer.

- Check to see that the modular home seller is licensed by Alberta Consumer & Corporate Affairs.
- Know what is included in the package and specify quality. Floor coverings? Paint? Stairs?
- Have a lawyer look over the contract and add any necessary conditions before signing, to protect your interests.
- Has the builder or seller registered the home with the New Home Certification Program of Alberta? This protects consumers against loss of their initial deposit, poor workmanship and materials, for one year, and problems with structural or load bearing walls for five years.
- Does the manufacturer offer a warranty? What does it cover?

The cost of the modular home package may seem relatively inexpensive. However, when the cost of the land, preparation of the site and installation of utilities are considered, the total cost will more closely approximate the cost of conventional housing. The advantages of being able to locate modular housing on city lots and mortgage them in conventional ways are substantial. For those living in remote areas of the province where access to building materials and skilled labour is limited, modular housing may also be an appealing alternative.

Contact your closest Regional Office of Alberta Consumer & Corporate Affairs for other tip sheets on the subject of housing.

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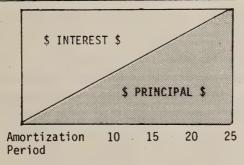
MORTGAGES

A loan on real estate, a <u>mortgage</u>, is the usual way for a person to purchase a home. There are several types of mortgage arrangements available, as well as a range of interest rates offered. Take time and care to shop for a mortgage in order to obtain the best possible deal.

WHAT IS IN A MORTGAGE PAYMENT?

The mortgage payment consists of two parts, the amount you pay on the principal and the amount you pay in interest. In the beginning your payments primarily consist of interest, with very little money going toward the principal. At the end of the loan, principal becomes the main part of the payment with interest making up a smaller amount. See the following chart:

Mortgage Payments: Principal and Interest



Annual Payment Breakdown

The monthly payments for a loan of \$80,000 at $18\frac{1}{2}\%$ interest amortized over a 25 year period are \$1,202.75.

YEAR	PRINCIPAL	INTEREST
1.	\$ 188.02	\$ 14,244.98
2	\$ 224.41	\$ 14,208.59
3	\$ 267.84	\$ 14,165.16
TOTAL AMOUNT PAID AFTER 3 YEARS	\$ 680.27	\$ 42,618.73



"Of course we had to give up a few things to be able to afford this house..."

AMORTIZATION PERIODS & TERMS

When arranging a mortgage, besides the interest rate, there are two other factors that require consideration - the amortization period and the term. The amortization period is the number of years it will take to repay a loan at the agreed monthly payment. A longer amortization period may slightly reduce your monthly payments but greatly increase the total cost of the loan. The mortgage term is the period of time at the end of which the loan becomes due. The mortgage term used to be the same length as the amortization period. However, due to changing interest rates, mortgage terms now vary in length from six months to five years. When the term expires, a new mortgage is negotiated at current interest rates. The interest rate may vary depending on the length of the term you decide to take.

OPEN & CLOSED MORTGAGES

Mortgage terms may be open or closed. An <u>open mortgage</u> allows the borrower to prepay all or part of the principal amount off at any time without notice or penalty. All of the extra payment is applied to the principal which reduces the length of the loan and the interest payment. However, the interest rates for an open mortgage are usually higher than for a closed one. A <u>closed mortgage</u> specifies if and when you can make extra payments on the principal, which help pay off your mortgage sooner. Usually there is an extra interest charge or penalty in closed mortgages if you wish to prepay.

Some closed mortgages allow for a prepayment each year without penalty charges on the mortgage anniversary date - the day the mortgage term was taken. This is normally limited to a percentage of the total mortgage.

If you were to have an \$80,000 mortgage at $18\frac{1}{2}\%$ with a 25 year amortization period, and you were able to pay \$1,000 against the principal every year, you would pay off your mortgage in 15 years rather than in 25 years. By prepaying, your total cost would be \$209,422.00, rather than \$360,825.00. This is a savings of \$151,403.00.

SHOPPING FOR A MORTGAGE

Mortgages are available from banks, Treasury Branches, Credit Unions, Trust and Life Insurance companies and Mortgage and Investment companies. A range of interest rates and terms will be available. Shop around, and talk to various mortgage loan institutions before making your final decision.

Mortgages are also available through mortgage brokers for a fee. A mortgage broker arranges mortgages by finding lending institutions, insurance companies or private sources that loan money for mortgages. He can usually offer a wider range of interest rates and terms than other sources. Depending on the terms and interest rates offered and the amount of the fee, you will have to decide if using his services will be to your advantage.

TYPES OF MORTGAGES

There are several types of mortgages. The basic and most popular ones are explained below:

FIRST MORTGAGES

- (1) <u>Conventional Mortgages</u> with a one to five year term are issued from approved lending institutions such as banks, Trust Companies, Treasury Branches or Credit Unions. Normally you can borrow up to 75% of the appraised value of the house and lot leaving 25% to be covered by a downpayment. There may be a maximum dollar amount which can be borrowed. Conventional mortgages normally are amortized for periods of 20 40 years and are available for new and existing houses.
- (2) <u>High Ratio Mortgages</u> allow the borrower to mortgage 75% to 95% of the appraised value of the house and lot. This leaves only 5% to 10% to be covered by a downpayment. High ratio mortgages are available from approved lending organizations. These mortgages are amortized for periods of up to 30 years and are available for new and existing houses.

The interest rate is set by the lender. These mortgages must be insured and there may be an application fee.

- a) National Housing Act Mortgages are made under the terms of the National Housing Act. They usually have a lower rate of interest and require a smaller downpayment. However, there may be an application fee. They can be obtained from private lending agencies with Canada Mortgage & Housing Corporation (CMHC) funds. The terms of NHA loans are similar to those for high ratio mortgages with a ceiling placed on the maximum loan. Mortgage insurance is required.
- b) Alberta Home Mortgage Corporation offers high ratio mortgages similar to NHA. They will also subsidize mortgage payments. Percentages for these subsidies will vary depending on how much you earn. Usually the borrower must be able to put down at least 5% for the downpayment. For more information on this program contact the local Alberta Home Mortgage Corporation office.
- (3) The Graduated Payment Mortgage was introduced by the Canada Mortgage & Housing Corporation. The program was designed for young people buying low-priced housing. With this program you can borrow up to 85% of the value of the house.

The monthly mortgage payments are lower in the early years of ownership. For example, first year payments are reduced from conventional charges. Payments are boosted 5% annually until year ten, when they stabilize until the loan expires. For the first five years, payments are less than conventional mortgage payments.

Some cautions, when using this mortgage plan, are necessary. Remember the payments increase yearly. It is important that your earning power will rise to cover the larger upcoming mortgage payments, and increases with the cost of living. Early lower payments do not help reduce the principal. The interest rates for Graduated Payment Mortgage plans are higher than conventional mortgages. The total debt after year six will be more than when the mortgage was started, and total payments over the life of the loan will exceed conventional mortgage payments.

(4) Floating Interest Rate Mortgages let the lender raise or lower the interest rate during the life of the loan to keep up with the changes in interest rates. Variations of this type of mortgage arrangement are currently being offered by Credit Unions, as well as other lenders. Credit Unions offer three different types of plans for a floating interest rate mortgage.

- 5 -

The first plan sets the interest rate at the Credit Union's prime rate of interest plus one, two or three per cent. This approach allows the interest rate to float and change when the Credit Union's prime rate of interest changes. The monthly payments that the consumer makes change whenever the interest rate does. The next plan, often called variable interest rate mortgages, has the consumer take the mortgage out at a set rate of interest, say 20%. The repayment schedule is prepared on the basis of this 20% interest rate. However, if the interest rate drops, then the difference between current interest rates and the 20% set rate is applied to the principal balance of the loan. Another plan allows an informal payment arrangement between the Credit Union and the member with the mortgage "payable on demand". This calls for regular payments, but with an interest rate that may vary from time to time depending on whatever interest rate is in effect. Unlike the previous plans, there is no maximum limit the payments may rise. If the member doesn't like the interest rate that he has to pay, then he can look elsewhere to make other mortgage arrangements. However, if he decides to do so, the Credit Union can demand that he pay their loan in full immediately. A borrower planning to use any flexible rate mortgage should do so only if his budget has room for a possible increase in mortgage payments.

COND MORTGAGES

If you qualify, second mortgages are available if you need to borrow money or the downpayment. These mortgages are usually available for a limited amount, and carry a higher interest rate than first mortgages. Amortization periods for econd mortgages vary up to 25 years. Terms are available up to 3 years. As ith first mortgages, it is important to shop around.

SSUMING A MORTGAGE

Rather than making arrangements for a new mortgage, sometimes you can ssume a mortgage on an existing house. This means that you take over the mortgage ayments and the arrangements of the mortgage made by the previous owner. For example, say that you have purchased an older home. On this home there exists a portgage of \$50,000.00 with the term for 5 years at 13 3/4%. This would mean that you would continue making the arranged payments at this interest rate until the term is up. When the term is up, of course, you have to re-negotiate the term which yould be at the new interest rate.

You may have to submit to a credit check and qualify if you are planning assume a mortgage. Generally speaking it is easier to assume a mortgage than

to arrange for a new one. However, remember that if you have assumed a mortgage at a low interest rate, make sure you know when the term ends. At this time the term will be re-negotiated at the new interest rate. The difference between the payments may be very high. Make sure that you will be able to afford the mortgage payments at the current rate of interest.

MORTGAGE INSURANCE

On high ratio, NHA mortgages, and those obtained from Alberta Home Mortgage, the borrower must pay a mortgage insurance premium of about 1% of the value of the loan. This is not paid directly, but is added to the mortgage. This mortgage insurance pays the lender in the event of default by the borrower. This type of insurance does not provide any protection to the borrower. If a borrower wants to make certain that his mortgage will be paid in full in the event of his death, he will need additional, often decreasing term, life insurance to cover the outstanding amount of the mortgage. Decreasing term life insurance does not cover damage to the property or home. If the house is destroyed or damaged, you will need replacement or all perils insurance to cover the loss.

HOW MUCH CAN YOU AFFORD?

You may have to postpone buying that new car, or taking that two week holiday to Hawaii, in order to pay your mortgage. But just think of the satisfaction you will have owning your home.

The following formula, used by financial institutions, can help you estimate what you can afford for a mortgage and mortgage payments. The total price of the house should not be more that $2\frac{1}{2}$ times your gross income, (income before deductions). Monthly payments including taxes should not be more than 30% of your gross monthly income.

If a second income from a spouse is calculated in this figure, make sure this income will continue for a long time. Some money lending institutions calculate only 50% to 75% of a spouse's income when considering you for a mortgage.

THE BEST MORTGAGE

The best mortgage is one that you can afford and that you can pay off as soon as possible. The two factors that allow you to do this are terms that allow prepayment, and short amortization periods. Many people prolong the amortization period because it lessens monthly payments. What they fail to realize is that this monthly saving is minimal. By taking a mortgage for a

shorter period and paying a few dollars more each month, there is a greater saving. The interest paid over a shorter period is less than over a longer one. Study the following example.

EFFECT OF DIFFERENT AMORTIZATION PERIODS ON AN \$80,000.00 MORTGAGE AT 18½%					
Situation	Amortization Period	Monthly Payment	Total Payment		
#1	15 years	\$1,278.27	\$230,088.60		
#2	20 years	\$1,223.88	\$293,731.20		
#3	25 years	\$1,202.75	\$360,825.00		

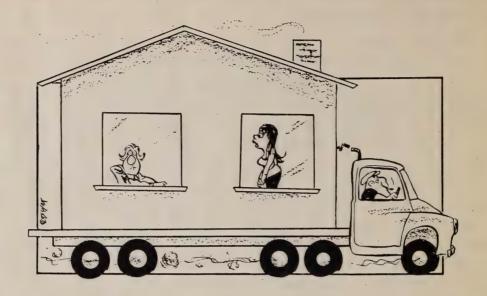
If you choose situation #1 you will pay \$75.52 more a month than in situation #3, but it will cost you \$130,736.40 less in interest. If you choose situation #2 you will pay \$21.13 more per month, but it will cost you \$67,093.80 less in interest than if you choose situation #3.

IMPORTANT POINTS TO REMEMBER

- * Shop around carefully for a mortgage. Interest rates and terms will vary.
- * A larger downpayment and a shorter amortization period are better for you. Although your monthly payments may be slightly higher, the interest saved is substantial.
- * Choose mortgage terms that allow you to prepay without a penalty.
- * A high ratio mortgage may be preferable to a second mortgage, depending on your individual circumstances.

This tip sheet serves only as an introduction to mortgages. For further details on the subject contact a real estate agent, mortgage broker or your lender.

"Just how far behind are we on our mortgage payments?"



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CCA-05.166

PERSONAL SERVICES

Personal services are those services which involve personal instruction or guidance. Dance studios fall into this category as well as health spas, karate studios, and dating clubs. Many firms which offer personal services are reputable. Some, however, tend to use questionable, high-pressure sales techniques to convince people to sign contracts for large amounts of money, usually financed on high interest credit plans over a long period of time.



"I told my wife she should start exercising, so she's started running up bills."

SALES PITCHES TO AVOID

Be cautious if you hear any of these:

- * this is a once in a lifetime offer . . .
- * the offer is good for today only . . .
- * you are getting a special deal . . .
- * you have been specially selected . . .

These are usually attempts to get you to sign an initial contract.

One of the basic sales techniques of the personal service industry is <u>escalation</u>. This is an attempt to have you sign up for a new course or set of lessons, even before your first contract expires. The new course is always longer

and more expensive. If you are told you are "showing unusual promise," you may be headed toward the big sell.

MONEY IS WHAT IT'S ALL ABOUT

With many personal services it is very easy to get caught up in the social aspect of the activity and forget what it costs. Don't be taken in. Personal service is big business and money is what it's all about. Take time to read the contract and carefully consider what you are getting for your money.

POINTS TO CONSIDER

- * Always comparison shop. Local community groups, the school board, or the "Y" may offer similar instruction at lower cost and without the necessity of signing a long-term contract.
- * Assess the sales pitch objectively.
- * Check the reputation of the business with the Better Business Bureau. Talk with people who have used the service to get their impressions.
- * Check the quality of the instruction.
- * Check the facilities and how you can use them.
- * Ask about a cancellation policy and get the information in writing.
- * Take a sample of the contract home and read it thoroughly. Make sure you know what you are getting and how much it will cost before you sign.
- * Keep your copy of the contract for future reference in case of disputes.

REMEMBER

A signed contract is a legally binding document. Do your thinking <u>before</u> you sign and if you need to talk it over, do not hesitate to consult your lawyer, your banker, or your friends.

PURCHASING EYEGLASSES AND CONTACT LENSES

Many people delay going to the eye doctor or buying eyeglasses because of the expense involved. With government health benefits and wise consumer shopping these expenses can be minimized, making proper eye care as economical as possible. As a consumer you must shop around to make sure that you are getting the best quality for the least amount of money.

WHO TO SEE

You can see an ophthalmologist or an optometrist for an eye examination. The ophthalmologist is a licensed physician with special training in eye care. He can test for visual defects, prescribe eyeglasses, diagnose and treat eye diseases, prescribe drugs, and perform eye surgery. Optometrists are licensed to test for visual defects and when necessary prescribe corrective lenses or other visual therapy. They can not prescribe medication and if they detect serious eye disorders, they refer the client to an ophthalmologist for treatment. Caution, do not confuse the term optician with ophthalmologist or optometrist. An optician, properly referred to in Alberta as ophthalmic dispenser, is a licensed technician who designs lenses from a prescription provided by an ophthalmologist or an optometrist.

PAYING FOR THE EYE EXAMINATION

Alberta Health Care Insurance does provide certain coverage towards the cost of an eye examination. However, in many if not in most cases, the amount paid by Alberta Health Care is less than the charge by the ophthalmologist or optometrist. The difference is paid by the patient. You should be informed of any overbilling in advance. Ask about this when you make your appointment.

In some cases the patient will be asked to pay the entire fee directly to the doctor. Later, the patient submits a claim card which the doctor supplies. In other cases the patient will be required to pay only the overbilling fee.

Some employers carry insurance coverage either with Blue Cross or private insurance companies, which will pay some amount towards the cost of

eyeglasses or contact lenses. Most insurance plans do not provide any compensation for costs of professional services not covered by Alberta Health Care Insurance.

FINANCIAL AID

Alberta Health Care provides certain additional benefits to senior citizens under the Extended Health Benefits program. However, senior citizens are only eligible for these benefits once every three years. For more information contact Alberta Health Care Insurance at the office nearest you.

11759 Groat Road Edmonton, Alberta T5J 2N3 Telephone: 427-1432

Crosslands Building 629B - 7th Avenue S.W. Calgary, Alberta T2P 0Y9

Some assistance for handicapped and low income families or individuals is also available through the Alberta Social Services and Community Health "Aid to Daily Living" or "Social Allowance" programs. For more information contact the office nearest you.

PURCHASING EYEGLASSES

Once the examination is completed and the prescription for your eyeglasses is issued, you may purchase your eyeglasses from an optometrist or an optician. Some optometrists may insist on your purchasing eyeglasses from them, and some ophthalmologists may have a specific optician who handles their prescriptions. You are under no obligation and may purchase your eyeglasses wherever you choose. Before making any commitment to purchase find out the total cost of the eyeglasses. Ask for an itemized account of what the cost covers. Under Alberta law, optometrists are not allowed to increase the price of the eyeglasses they sell; but, must sell them to patients at their cost. They do charge a fee for their services including the designing, controlling and fitting of the eyeglasses. Only by shopping around are you assured of getting the best value for your money.

CHOOSING LENSES AND FRAMES

Now that you have decided where to make your purchase, you must decide on the type of lenses and frames you want. Some of the considerations are outlined on the following page.

Glass Lenses

- * Glass lenses should be hardened. If broken, the pieces of glass are not as sharp as untreated glass lenses. Ask your doctor about this.
- * Some prescription glass lenses cannot be hardened. In this case, plastic lenses should be considered.

Plastic Lenses

- * Plastic lenses are light weight.
- They have strong impact resistance.
- * They do not fog in moisture as easily as glass lenses.
- * Plastic lenses can be purchased with a quartz coating to help prevent scratches.
- * They transmit more light than glass lenses.
- * They must be checked at the time of delivery by the doctor to ensure that the lenses have not warped.

Frames

- * Metal frames are light and flexible but can be easily bent out of shape.
- * Metal frames fit unusual facial features easily.
- * Choose a style of frame that completely surrounds the lenses. This ensures that the lenses will not fall out or break off easily.
- * Durable nylon frames are suggested for athletes, students or children.
- * Choose frames with non-adjustable bridge carefully. If the bridge does not fit the nose properly, it can not easily be changed.
- * The nose pads on most metal frames are adjustable but are not suitable for heavy lenses.

Tinted Lenses

- * Polaroid tinted lenses will ease eye fatigue caused by bright light.
- * Any tint can impair your night vision. Ask your optometrist or ophthalmologist about the tint you are considering.

CONTACT LENSES

Contact lenses are not an alternative but an addition to eyeglasses. People with contact lenses need eyeglasses as well for times when contact lenses cannot be worn.

Contact lenses can provide a greater improvement of vision than eyeglasses, especially in the case of high prescriptions or after cataract surgery. Unlike eyeglasses, contact lenses can cause permanent physical damage to the eye if improperly fitted or cared for. Proper care is essential.

TYPES OF CONTACT LENSES

A wide variety of contact lenses is available. Some types are described below. With the advice and help of your eye doctor you will be able to select the best type of contact lenses for yourself.

Hard Contact Lenses are made of acrylic. These lenses require an adaptation period of three to five months, and will last up to ten years. They may have to be removed after twelve hours of continuous wear and soaked in a cleaning liquid. Cleaning them in a stronger solution may be required, if the regular cleaning solution does not work adequately. They must never be worn while sleeping.

<u>Soft Contact Lenses</u> require an adaptation period of one week. Like hard contact lenses, they cannot be worn while sleeping. More care is required in cleaning soft lenses. They must be replaced every two years or so. Soft contact lenses are usually more expensive than hard lenses.

<u>Ultra thin Contact Lenses</u> can be worn for longer periods than regular soft lenses, but are more expensive.

<u>Gas permeable Contact Lenses</u> are new. They allow some oxygen to pass through the lens to the eye. They are considered safer than the soft contact lenses.

<u>Silicon Contact Lenses</u> are another new type of contact lens. They allow more oxygen to pass through the lens to the eye than gas permeable lenses.

Extended Wear Contact Lenses have recently become available, though still in experimental stages. This lens is made from a soft polymer material mixed with water. The design enables the necessary oxygen to pass freely through the lens to the eye. The extended wear lens can be worn for longer than conventional lenses, even while the wearer is sleeping.

Extended wear lenses are fragile, and because they are worn constantly, require greater care in removal and cleaning. Periodically the lenses must be taken back for restoration. Because of the design and nature of the extended

wear lens, more visits to the optometrist or ophthalmologist are necessary. If properly cared for, they will last two or more years. The cost is more than conventional hard or soft contact lenses.

PURCHASING CONTACT LENSES

Contact lenses are prescribed by optometrists, ophthalmologists, or opticians who specialize in contact lenses. The basic fee should include the initial office visit, a prescription for the lenses, a second office visit and fitting, and a specific number of follow-up visits. Prices vary, so shop around.

The purchase of contact lenses is not covered by Alberta Health Care or Alberta Blue Cross. The consumer has to pay the full expense for contact lenses. If you have a complaint concerning service charges or repairs for eyeglasses or contact lenses, contact the following address, depending on the nature of the complaint and where you made your purchase.

ALBERTA GUILD OF OPHTHALMIC DISPENSERS

Room 250, The Professional Building 10830 Jasper Avenue Edmonton, Alberta T5J 2B3

ALBERTA OPTOMETRIC ASSOCIATION

Professional Centre #2, 9333 - 50 Street Edmonton, Alberta T6B 2L5

Telephone: 468-1203

OPHTHALMOLOGICAL SOCIETY OF ALBERTA

College of Physicians and Surgeons of Alberta 9901 - 108 Street Edmonton, Alberta T5K 168

Telephone: 423-4764

POINTS TO REMEMBER

When purchasing corrective lenses investigate all the advantages and disadvantages of eyeglasses and contact lenses in order to make the best decision. Shop around for eye doctors and eyeglass or contact lens dispensers. Extra billing fees and the price of eyeglasses and contact lenses will vary. Insist on the best service and quality for your money.

Our tip sheet list on a variety of consumer topics is constantly being expanded. Request additional topics when you write to Alberta Consumer and Corporate Affairs, Box 1616, Edmonton, Alberta, T5J 2N9, or visit a regional office.

ALBERTA CONSUMER AND CORPORATE AFFAIRS REGIONAL OFFICES

CALGARY 253-0909

Box 5880, Postal Station "A" 222 Centre 70 7015 Macleod Trail South Calgary, Alberta T2H 2M9

EDMONTON 427-5782

3rd Floor Capilano Centre 9945 - 50 Street Edmonton, Alberta T6A OL4

FORT McMURRAY 743-7231

9809 Main Street Fort McMurray, Alberta T9H 1T7 LETHBRIDGE 329-5360

501 Professional Building 740-4 Avenue South Lethbridge, Alberta TIJ 0N8

PEACE RIVER 624-6214

Peace River Provincial Bldg. 9621 - 96 Avenue Peace River, Alberta TOH 2X0

RED DEER 343-5241

Box 5002 4920 - 51 Street Red Deer, Alberta T4N 5Y5

CCA-05.150

PURCHASING REAL ESTATE OUTSIDE ALBERTA

When it is -30 degrees outside and a snow bank blocks your front door, you may dream of acquiring a permanent retreat in the warm south, Hawaii, Europe or somewhere else in Canada. When that real estate deal offering a "little piece of Heaven" comes your way, the temptation is often too great to ignore. Whatever your reason is for purchasing real estate outside Alberta's borders, there are some things you should know before you commit yourself.

BUYING REAL ESTATE WHEN TRAVELLING OUTSIDE ALBERTA

Caution is required when purchasing real estate outside Alberta's borders. Your only protection will be the laws and consumer protection agencies in that country or province. Check all aspects of the purchase, especially your right to cancel and receive a refund, before you sign an agreement. You should also retain the services of a lawyer to handle the transaction for you.

BUYING OUT-OF-PROVINCE LAND IN ALBERTA

A resident of Alberta who buys out-of-province real estate while in Alberta is protected to some extent by the Alberta Real Estate Agents Licensing Act. This applies to lots in a subdivision, condominiums in a project or time-sharing units. This act does not apply to "isolated trades", real estate that is not divided into units, for example a house on a lot, an apartment building, warehouse, or farmland.

The Act requires that the agent for the sale of out-of-province real estate do several things. He must file a prospectus with the Superintendent of Real Estate and receive a certificate of acceptance. All sales must be made by an Alberta real estate licensee. The agent marketing out-of-province real estate must provide you, the buyer, with a copy of the Alberta prospectus. A prospectus usually contains the names and addresses of the vendor and real estate agent, a legal description of the property, financial statements, any other contracts used in the negotiation and sale of the property, places where the agent is permitted to operate, and background information on the owner, and warning clauses. You are also allowed time to study the document. If you do not receive the approved prospectus, the contract is

unenforceable, with any money paid to be returned at your option. Furthermore, there is also a 30 day right of recission that applies whether or not you received the prospectus and means that you may cancel your contract for any reason within the 30 day period and receive a refund of any money paid.

NOTE: The purchase must be made in Alberta for these rights to apply.

BEFORE YOU SIGN

Before signing any real estate contract or agreement be sure to take some time and check the following points:

- Telephone Alberta Consumer & Corporate Affairs' Regional Office to confirm that a prospectus has been filed in Alberta and that the salesperson is licensed in Alberta. If the salesperson is not licensed in Alberta, and had not filed a prospectus, then do not make the purchase.
- Obtain the <u>Alberta Prospectus</u> from the real estate agent and read it carefully. Pay particular attention to all of the warning clauses found in the prospectus.
- 3. Consult with your lawyer before signing.

Remember not to risk your money unnecessarily.

For more information concerning out-of-province real estate purchases contact the nearest office of Alberta Consumer & Corporate Affairs. For other consumer information write to Box 1616, Edmonton, Alberta, T5J 2N9 or contact the nearest Regional Office of Alberta Consumer & Corporate Affairs office for a copy of the Publications List.

ALBERTA CONSUMER AND CORPORATE AFFAIRS REGIONAL OFFICES

CALGARY 253-0909
222 Centre 70
7015 Macleod Trail South
Calgary, Alberta T2H 2M9
EDMONTON 427-5782
3rd floor Capilano Centre
9945-50 Street
Edmonton, Alberta T6A 0L4
FORT McMURRAY 743-7231
9809 Main Street
Fort McMurray, Alberta T9H 1T7

LETHBRIDGE 329-5360 501 Professional Building 740-4 Avenue South Lethbridge, Alberta TIJ ON8 PEACE RIVER 624-6214 Peace River Provincial Building 9621-96 Avenue Peace River, Alberta TOH 2X0 343-5241 RED DEER Box 5001 4920-51 Street Red Deer, Alberta T4N 5Y5

RECORD AND BOOK BUYING CLUBS

Record and book buying clubs are very big business, attracting a growing number of consumers. In this tip sheet, we will examine some of the benefits and pitfalls of buying through mail clubs.

THE ATTRACTIONS

Selection and price are the major attractions of buying clubs. Many clubs tailor their selection to suit people with specific interests, such as science fiction books or classical records.

Clubs are able to offer discounts on books and records primarily because a large membership allows them to deal in bulk, thereby reducing per unit cost. However, discounts are partially countered by handling charges added to the price of the book.

In the past, postage and handling charges were downplayed by the clubs but now under the Alberta Unfair Trade Practices Act the total price must be given equal prominence to any partial price given in the advertisement.

In addition to good price and selection, the convenience of shopping by mail is an important attraction of buying clubs.

COMMON COMPLAINTS

Club members sometimes find that they are buying more books and records than they normally would. Indeed, buying clubs are designed with built-in pressures to buy. For example, new book club members usually must agree to purchase a specific number of books within a specified time. Members may then be offered a bonus purchase plan for buying more than the minimum. These extra books may be made available at no additional cost or at a greatly discounted price.

One of the most common methods of inducing sales, however, is the use of a NEGATIVE OPTION order system. That is, the items are automatically mailed out unless the member indicates they are not wanted. Under this system the club regularly sends its members a card listing the featured selection. The onus is then on the member to return the card if he doesn't want the item. The club specifies the date by which the card must be returned. Failure to meet this deadline indicates acceptance of the product and, of course, a bill will be sent. Some clubs send the merchandise itself and the member must return it before the deadline if he chooses not to buy.

This negative option sales method causes problems for many club members.

Many people procrastinate or forget to send back the card and thus fail to meet the club's negative option deadline. The final result is unwanted merchandise and overspending.

Other occasional sources of consumer discontent are listed below. Of course, these vary from club to club.

- * Delivery time.
- * Reliability mistakes in billing or sending the wrong selection are not uncommon.
- * Physical quality of merchandise. (Most book clubs print their own editions of the books they sell. Consumers are occasionally dissatisfied with the quality of paper, printing or binding offered by particular book clubs.)

DEALING WITH BUYING CLUBS

If you are considering joining a book or record buy-by-mail club, here are some points to keep in mind:

- * Your signature on a club coupon may make it a binding contract.
 READ AND UNDERSTAND BEFORE YOU SIGN. Keep a copy of the coupon.
- * In case a dispute arises, keep careful records of your transactions with the club. Keep track of any goods you return to them and the date you returned them and record all payments to the club.

REFUNDS, DEPOSITS, AS IS, DELIVERY CCA-05.168

AND DAMAGED GOODS

Much of our interaction in the marketplace is based on habit, incomplete information, and misconception. The purpose of this tip sheet is to dispel some of these fallacies and let you know where you stand regarding deposits, "as is" contracts, refunds, exchanges, late delivery and damaged goods.

DEPOSITS

When you put a deposit on an item and later decide not to buy it, the merchant is under no legal obligation to return the deposit to you. A "deposit" as used here is not to be confused with a downpayment on a credit contract. A deposit is a commitment to purchase. By making a deposit, you are assured that the seller will hold the item for you and the seller is assured of a buyer. If you choose to back out of the deal, you may forfeit the deposit because the item could have been sold to someone else while you were making up your mind.

Salespeople may claim that the deposit is refundable should you change your mind about the purchase. Have the salesperson write this promise on the receipt just in case.

"AS IS"

The Sale of Goods Act provides a minimal warranty on everything sold in Alberta. However, this does not apply if the parties to a sale make other arrangements in a sales contract. Such is the case with "as is" contracts. In this case the item is sold as it is, with all its good and bad features. Used or damaged goods are often sold under these conditions. When you accept a contract with an "as is" clause, you accept the merchandise without any warranty protection. Consumers have some protection in such cases under The Unfair Trade Practices Act. The Act declares it illegal for a seller to knowingly sell a defective item when the buyer is not aware of the defects or is not likely to notice them before the sale. The Act also requires sellers to be truthful in their representations of the product.

REFUNDS AND EXCHANGES

Most people have enjoyed the privilege of returning merchandise at one time or another. Did you know that legally you have no right to demand your money back? When you buy an item, you are actually forming a contract with the merchant. All sales are final unless otherwise specified at the time of sale.

Many stores do take merchandise back as a matter of store policy. As

such, the store can determine the terms and conditions under which they will accept the merchandise. For example, they may state "Refunds provided on merchandise returned within three days only," or "No refunds--credit notes only."

You should check the policy of a seller in regard to returned merchandise before you buy, and always retain the sales slip as your proof that the item was purchased from that particular store.

LATE DELIVERY

If you are promised delivery by a certain date and a company fails to meet this delivery date, do you have the right to cancel the contract? Many people believe that you do. However, this is not necessarily the case. Generally speaking, delivery dates are considered to be somewhat flexible. If the work order or contract states a certain date, you can generally expect to give the company some leeway. If you feel that you have had to wait an unreasonable period of time, it is not your right to automatically cancel the contract. You may wish to discuss this with the company. If they agree with you, you may mutually decide to cancel the agreement. However, if you run into a dispute with the company over the delivery date and they refuse to give you your money back or cancel the contract, your only recourse may be to take legal action. The judge will decide what constitutes a reasonable waiting period. For valuable or high priced items, consult your own solicitor.

If you are placing an order for an item that is definitely needed by a specific date, protect your interests by making the delivery date a condition of the sale. This can be done by inserting a special condition on the contract that would state something like this, "This sale is conditional upon delivery by such and such date."

DAMAGED GOODS

Many of us are accustomed to sending back merchandise that we receive in a damaged condition. Those stores with a "satisfaction guaranteed or money refunded" policy should live up to their promise and refund the money. In some cases, a warranty will cover replacement or repair of the item. However, if a firm does not guarantee satisfaction and if no warranty applies, their only obligation is to repair the item. If it cannot be repaired properly, the firm is obliged to replace it. Be aware that you may sign away your right to have an item repaired if you accept it "as is."

RESPONSIBLE CREDIT USE

We are all familiar with credit. In fact, it is so much a part of our everyday lives that we take its availability for granted.

It offers many advantages however it can also cause a lot of grief.

The difference often lies in the attitude of the credit user. Problems can be avoided by responsibly choosing when to use credit, knowing the available alternatives, and shopping for best terms to suit your circumstances.

GUIDELINES FOR THE WISE USE OF CREDIT

- * All credit purchases should be planned in advance. Do you use credit to make impulse purchases?
- * If you are tempted to buy something on credit, ask yourself whether there is any other way to buy the item? Could you save money and buy it for cash or make a larger down payment? Could you buy something less expensive? Could you buy it second-hand, rent it, or do without?
- * Do not use credit to purchase things that will be used up or discarded before you have finished paying for them.
- * Set your own credit limits and stick to them. Credit grantors will often offer more credit than you need. Decide for yourself how much money you are willing to allot to credit payments each month and what total amount of credit you are willing to carry.
- * Growing incomes rarely outpace inflation. Many people buy on credit in the hope that their income will be higher in the future and they will have no trouble paying the credit bills. That is a dangerous approach. Although incomes are rising, so is the cost of living.
- * If you do decide to use credit, shop around for the least expensive credit deal. It will have a large down payment, a low annual interest rate, and as large a monthly payment as you can afford, resulting in a shorter repayment period.
- * Plan the use of credit cards as carefully as other forms of credit. Credit cards may seem painless to use. However using a card to buy something you really cannot afford can be the first step toward serious debt problems.
- * If you use credit cards as a convenience, pay the bill by the due date to avoid the interest charges.
- * Keep track of what you charge on your credit cards so that you will not be surprised when the bill arrives.

WHAT ARE YOUR CREDIT COMMITMENTS?

Complete this chart to help you determine what you owe and to whom.

List-all credit contracts, loans, and credit cards.

MONEY OWING ON CREDIT CONTRACTS			
Name of Company	Monthly Payment	Full Amount Owing	
TOTALS		٠.	

- * Having brought to mind the number and amount of your credit commitments, can you honestly say that you are following the suggested guidelines for wise credit use?
- * Are the monthly payments that you have listed causing you trouble in other areas? Are you putting off rent or utility bills as they come due? Do you have to moonlight to handle bills? Are you only able to pay the minimum amount on charge accounts and credit cards? If so, it is time to reassess your current attitudes and practices regarding credit.
- * Compare the total amount of your monthly credit payments with the total amount you put aside monthly for an emergency fund, a replacement fund and for short and long term goals. If you are not saving for the future you are probably always going to be caught up in the credit syndrome. It usually makes more sense to save now and buy later than to buy now and pay later. What are you doing?
- * How much do you pay in interest each month? Would spending this money on other things help you achieve your goals?
- * If you would like more information about managing your money wisely, send for "Before You Go Under: A Self-Help Financial Management Guide" and "Credit: Putting It All Together." They are available free from Alberta Consumer and Corporate Affairs, Box 1616, Edmonton, Alberta, T5J 2N9.



SALES

CHECK OUT THE SAVINGS

No matter when or where you shop, there always seems to be a rack or a bin of something "ON SALE". Before you rush over and select one of the sale items, STOP AND THINK - are you really getting the price advantage that the store says you are?

If a store advertises an item 50% off and the sale price is \$25.00, it must have previously sold that item at \$50.00. Some stores tend to exaggerate the savings you will make. According to the Alberta Unfair Trade Practices Act, a representation that a specific price benefit or advantage exists when in fact it does not, is considered misleading to consumers and consequently is an unfair trade practice not permitted under the Act.

Keep an eye on the prices of items you need and want, so when they are put on sale you will know if you're getting the price advantage advertised by the store. If you feel that the sale price benefit shown is misleading, ask the clerk for proof that the item has been previously sold at the higher price. Should the store refuse to show you proof of this, you might consider taking your business elsewhere.

Two other "eye-catching" phrases often seen bannered across store fronts and advertised in newspapers are "Fire Sale" and "Going Out of Business Sale". Since consumers are always on the lookout for a bargain, you tend to be caught by such phrases, assuming you can get a real "deal". This is not always the case!

Some less reputable firms advertise sales of this kind simply to draw customers into their stores. These stores have no intention of going out of business nor have they recently had a fire. False "Sale" claims of this nature are considered misleading under the <u>Alberta Unfair Trade Practices Act</u>. Any representation that goods or services are available for a reason that is

different from the fact, is forbidden under this Act. Furthermore, as of June 1, 1978, if a store is really having a bankruptcy, closing out, fire or removal sale, they must get a sale license for the specific type of sale from Alberta Consumer and Corporate Affairs Licensing Branch. The sale license is valid for sixty days from the date it is issued.

To avoid being drawn in and buying items that may not save you money, comparison shop! Check to see what the item costs in other stores. If those prices are similar to the "fire sale" or "going out of business sale" price, you'll know you're not getting such a great deal after all. And, if the merchant uses these tactics to get you into his store, do you really want to give him your business?

Be cautious! Don't be blinded by "SALE!" signs - keep your eyes open and look around to satisfy yourself that you really are coming out ahead.



"Someday, Son, this will all be yours."



SHOP AROUND



"Tell me again about the great deal you made on this carpet!"

Comparison shopping takes time but there is an obvious payoff - you save money and get a better deal! No matter what you are shopping for, there are five steps to the "right" choice. Ask yourself the following questions:

1. Why am I buying?

If the item is something you actually need, you can justify the purchase. If you merely want the item, think carefully before proceeding. It is all too easy to become a chronic impulse spender, buying the things you want as you see them, then not having enough money left for the things you need and want more.

2. What should I buy?

Almost anything you decide to buy is available in a wide range of models, brands, sizes, prices ... To make the best choice learn how to interpret advertising claims and label information. Check your local library for product test reports (discussed in detail later) and relevant books.

Collect informative pamphlets from retailers, manufacturers, and consumer help agencies. Do not overlook your friends and neighbours. Sometimes the best information comes from people who have had first-hand experience with the product. Finally, do not rely on price alone to tell you which is the best buy. The most expensive item is not necessarily the right choice for you nor is the cheapest item.

3. When should I buy?

Prices on almost everything vary throughout the year. Plan your

- 2 -

purchases in advance to take advantage of the seasonal and other sales. Be sure that an advertised sale is a genuine sale.

4. Where should I buy?

Find out where you can get the best servicing, the best warranty and the lowest price for the specific brand and model that you have chosen. If you have not previously dealt with the companies selling the item you plan to buy, ask your friends and neighbours for referrals.

The Better Business Bureau can tell you whether they have received a significant number of unresolved complaints against a specific retailer. Save footwork: phone around.

5. How should I pay?

If you plan far enough in advance you will likely be able to pay cash for your purchase, or at least make a substantial down payment. If you decide to use credit, realize that it is just as important to comparison shop for credit as for the item itself. Interest rates and other conditions vary, so shop around to get the best deal.

PRODUCT TEST REPORTS

Product testing is conducted by a number of non-profit, unbiased organizations. Test results are published in magazines which are available at most libraries, and can be purchased by subscription and at newsstands. These reports can be a valuable aid to the comparison shopper. Remember they are "guides" only. Do not ignore products that have not been tested. They might be as good or even better than those rated.

HOW TO USE PRODUCT TEST REPORTS

- * Check the cumulative index of the magazine to determine if, and in which issue, a report was published on the type of product you are looking for.
- * Know where the testing was conducted. The majority of product testing is done by American organizations for products which may be unavailable in Canada. Even if the product is available here, it may be built to different specifications.
- * Check the date of the report. It may be outdated if new products have come onto the market.
- * Read the general buying advice included with most reports. It will help you become more familiar with the type of product you are looking for and to ask intelligent questions when you are shopping around. This way you can benefit even if you do not use actual test results.

- * Examine "how" the product was tested and "for what". Are the research methods acceptable? Are ratings of specific features, that are important to you, included in the testing?
- * Note the model number used in the testing. Results apply only to that specific model, not to other models made by the same company.
- * Realize that evaluations are done on a "sampling" basis. Even if you choose a highly rated brand and model, you may buy the one unit that is defective.

RECOMMENDED PRODUCT TEST REPORT PUBLICATIONS

Subscription rates often provide a savings over individual copy prices.

<u>Canadian Consumer</u> and <u>Consumer Reports</u> offer a joint subscription at a substantial saving.

<u>CÂNADIAN CONSUMER</u>: Bi-monthly magazine. The <u>Canadian Consumer</u> evaluates two to three products per issue. It reports on the activities of the <u>Consumers' Association</u> of Canada, relevant legislation, and items of general consumer interest. The index to the previous year's articles appears in the <u>December issue</u>. Order subscriptions from: Circulation Department, <u>Consumers' Association</u> of Canada, #801, 200 First Avenue, Ottawa, Ontario, <u>K1S 5J3</u>.

CONSUMER REPORTS: Monthly magazine. Consumer Reports evaluates five or six products per issue. It also has articles of general consumer interest. Each issue carries a cummulative index to the eleven preceding issues. Order subscriptions from: Subscription Director, Consumer Reports, P.O. Box 1000, Orangeburg, N.Y., 10962, U.S.A.

CONSUMER REPORTS BUYING GUIDE ISSUE: Paperback book. This is actually the December issue of Consumer Reports magazine. It contains a wide variety of summarized product reports and is automatically sent to all subscribers. It is available at newsstands.

CONSUMERS' RESEARCH: Monthly magazine. Consumers' Research evaluates five or six products per issue. Each issue contains a cummulative index to the five preceding issues. Order subscriptions from: Consumers' Research Inc., Bowerstown Road, Washington, N.J., 07882, U.S.A.

CONSUMERS' RESEARCH HANDBOOK OF BUYING ISSUE: Paperback book. This is actually the October issue of Consumers' Research magazine. It contains a wide variety of summarized product reports and is automatically sent to all subscribers. It is available at newsstands.

STEREO REVIEW, HIGH FIDELITY: These are examples of magazines which offer evaluations of one type of product. The pointers under "How to Use Product Test Reports" will help you use these and other specialty magazines to their best advantage.

OTHER RECOMMENDED PUBLICATIONS

The following is a sampling of consumer publications that provide general buying advice. Your public library may have copies or you may wish to buy your own. (Prices quoted are based on information available at time of printing)

CANADIAN CONSUMER'S SURVIVAL BOOK: (book) by E. Roseman and P. Edmonston, General Publishing Co. Ltd., 1977. \$7.95. Provides practical advice on how to get the best deal in transportation, food, housing, medicine, and law.

HELP! MARKETPLACE HANDBOOK OF CONSUMER RIGHTS IN CANADA: (book) by Michael Trebilcock, C.B.C., 1978. \$3.00. A summary of Canadian laws that regulate consumer transactions. Covers topics such as credit, defective goods, misleading advertising, home purchases, and insurance. Also contains an appendix of consumer departments and agencies.

LEMON-AID: (book) by Phil Edmonston, rev. ed., Musson Publishing, 1980. \$9.50. How not to buy a defective car. Evaluates specific makes and models of new and used cars.

YOUR EQUIPMENT DOLLAR, YOUR HOME FURNISHING DOLLAR, YOUR CLOTHING DOLLAR: (booklets) Edited by Money Management Institute, Household Finance Corporation of Canada, 85 Bloor Street East, Toronto, Ontario, M4W 1B4. \$0.50 each. Each booklet provides information to help you get the most for the money you spend.

THE CONSUMER'S GUIDE: (book) Buy at your local Co-op or write to Federated Co-operatives Ltd., Box 1050, Saskatoon, Saskatchewan, S7K 3M9. \$3.75. An up-to-date guide giving general buying principles and shopping advice.

GOLD BOOK OF USED CAR PRICES: (updated bi-monthly) Sandford Evans Services, 1077 St. James Street, Box 6900, Winnipeg Manitoba, R3C 3Bl. \$35.00 per year, \$21.50 per three issues. Gives approximate Canadian retail value of used car models (1970 to date).

FUEL CONSUMPTION GUIDE: (pamphlet) Public Affairs Branch, Transport Canada, Ottawa, Ontario, KIA ON5. Free. Lists automobile by name of manufacturer and provides the tested fuel consumption for each model.

CHANGING TIMES: (monthly magazine) Kiplinger Washington Editors Inc., Park, Maryland, 20782, U.S.A. About \$16.00 Canadian. Basic money-making and money-saving advice.

MONEY: (monthly magazine) Time Inc., 541 North Fairbanks Court, Chicago, Illinois, 60611, U.S.A. \$19.95 American. Covers a variety of consumer interest topics. Each issue focuses on the budgeting and finances of a sample family.



SHOPPING FOR MAJOR APPLIANCES

Major appliances are important purchases for consumers. They involve a high initial cost, the consumption of appreciable amounts of energy, and a relatively long service life. The estimated service life expectancy for various household appliances has been suggested as follows:

_	Years
Freezer	20
Refrigerator	
Range, gas	. 13
Range, electric	. 12
Dishwasher	. 11
Clothes washer, automatic	. 11
Clothes dryer, gas	. 13
Clothes dryer, electric	. 14
Television, black & white	. 11
Television, color	. 12

These are averages only, but the figures are useful to know in order to anticipate new purchases.

Because the purchase of a major appliance is a decision you will have to live with for years, it calls for especially careful shopping.

AN EDUCATED CHOICE

Start the shopping process by assessing your needs against the costs of the appliance. Major appliances usually involve several costs:

- * original purchase price
- * credit costs (if applicable)
- * cost of installation

- * operating costs
- * maintenance costs
- environmental costs such as pollution and use of scarce resources

Be sure that your needs justify all the costs.

Consider alternatives to the appliance such as hang drying clothes, using a coin operated laundry, or hand washing dishes. Also consider renting the appliance or buying a used model.



"This one was owned by a little old lady who never watched violent programs."

RESEARCH THE PRODUCT

If you decide to buy, know what you're looking for.

- * Ask friends about their experiences with different brands, models and retailers.
- * Consult consumer magazines such as <u>Canadian Consumer</u>, <u>Consumer Reports</u>, or <u>Consumer Research</u> for product comparison studies.
- * Talk to a utility company home economist about the product.
- * Information sheets may be available from the local offices of major appliance manufacturers.

- * Look for seals of approval on the product, such as Canadian Standards Association, Underwriters Laboratory and Canadian Gas Association. Be sure you know what the seal means. For example, it may ensure that safety standards have been reached, but not necessarily performance standards.
- * Ask salespeople about performance, durability and cleaning of the appliance. (Don't forget that they are trying to make a sale!)
- * Compare special features, such as ice-makers on refrigerators or self-cleaning ovens on ranges. Are they worth the extra cost to you and the environment?

COMPARISON SHOPPING

- * To save footwork, phone around to see who carries what and at what price.
- * When you've decided where you're buying, check the retailer's reputation with friends and the Better Business Bureau.
- * Get explicit information about warranty coverage. (See the Tip Sheet on Guarantees & Warranties)
- * If you choose to finance your purchase, shop around for credit.
 Interest rates do vary the dealer's credit plan may not be the least expensive source.
- * Don't let yourself be pressured or hurried by the salesperson. Take your time to get the information to help you make the best purchase decision.

STORE POLICIES

- * Enquire about delivery and installation. Are they included in the purchase price?
- * Find out what will happen if the goods aren't delivered by the expected date. This does not necessarily give you the right to cancel the agreement unless it's a special condition of the contract.
- * Can the appliance be exchanged or returned if you are unhappy with it? Not all stores carry a "satisfaction guaranteed or money refunded" policy.
- * A deposit is a commitment to buy. If you change your mind about buying the appliance, you can expect to forfeit the deposit. If special arrangements are made with the salesperson or manager, get them in writing.
- * If credit is used, know exactly what you are paying. Don't leave the store without a signed, completed copy of the contract.

ONCE AT HOME

- * Read the instruction booklet and follow the rules for use and care of the appliance.
- * Send in the warranty card if necessary.
- * Keep all contracts, booklets, and copies of warranties in a safe place for future reference.

FOR MORE INFORMATION

Contact any Regional Office or write to Alberta Consumer & Corporate Affairs, Box 1616, Edmonton, Alberta, T5J 2N9. Ask for the following tip sheets:

- * Appliance Repairs
- * Television Repairs
- * Shop Around

ALBERTA CONSUMER AND CORPORATE AFFAIRS REGIONAL OFFICES

CALGARY 253-0909 222, Centre 70 7015 Macleod Trail S Calgary, Alberta T2H 2K6

EDMONTON 427-5782 3rd Floor, Capilano Centre 9945 - 50th St. Edmonton, Alberta T6A 3X5

FORT MCMURRAY 743-7231 9809 Main Street Fort McMurray, Alberta T9H 1T7

LETHBRIDGE 329-5360 #501 Professional Building 740 - 4th Avenue, South Lethbridge, Alberta TlJ ON8

PEACE RIVER 624-6214
Peace River Provincial Bldg.
9621 - 96 Ave.
Bag 900, Box 9
Peace River, Alberta TOH 2X0

RED DEER 343-5241 P.O. Box 5002 Red Deer, Alberta T4N 5Y5

TRUTH IN SELLING

UNFAIR TRADE PRACTICES ACT

On January 1, 1976, the <u>Unfair Trade Practices Act</u> became law in Alberta. It is intended to prevent unfair business practices and aid consumers in recovering any losses caused by such practices.

Suppliers have to maintain a standard of conduct when selling goods and services which can best be described as TRUTH IN SELLING.

The GOODS covered by the Act are generally, anything you can move or see, that is to be used by an individual primarily for personal, family or household purposes. The Act does not include real estate.

The Act deals with four types of consumer SERVICES. Included are services provided to maintain or repair goods or private dwellings; services provided to an individual involving the use of social, recreational or physical fitness facilities; moving, hauling and storage services; and certain kinds of instructional or educational services.

Three major transactions are identified by the Act as being so objectionable that a Court may declare the entire transaction unfair and award damages for loss.

The first is the subjection of the consumer to undue pressure, by the supplier, to enter into a consumer transaction.

The second is the involvement in a consumer transaction by a supplier, where the consumer wasn't reasonably able to understand the nature of the transaction and the supplier took advantage of that consumer's inability to understand.

The third objectionable transaction is one in which there is a major defect in the goods - one so substantial that the consumer couldn't get his expected value from the goods or services. If the supplier knows of this defect and also knows that the consumer isn't aware, or could not reasonably become aware of the defect, yet goes ahead with the transaction without informing

the consumer, this is considered an unfair practice.

This Act also covers any representation or conduct which deceives or misleads consumers. It is designed to prevent unfair business practices <u>before</u> consumers are hurt and to this end a list of 21 specific unfair practices in the representation of a product or transaction is included in the Act. While the <u>Unfair Trade Practices Act</u> was established to help resolve certain unfair business transactions, consumers should try to avoid these transactions themselves. Make sure you understand the advertising and the claims made by salespeople. Although the <u>Unfair Trade Practices Act</u> does not distinguish between verbal and written statements, it is often difficult to prove what was said. You should, therefore, have important "claims" written into the sales agreement.

Never sign a contract without reading it first and never sign a blank contract to be filled in later. Keep your sales bills, contracts, warranties, instructions and cancelled cheques in case a problem does arise.

For further information about the <u>Unfair Trade Practices Act</u>, contact your nearest Regional Office of Alberta Consumer and Corporate Affairs and ask for the booklet "Unfair Trade Practices."

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TOH 2XO

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UNSOLICITED MAIL

Most of us receive mail that we do not want: things like advertising leaflets, magazine subscription forms, or coupons to take advantage of special bargains. Most of these are perfectly legitimate practices, although they can be annoying.

THE ROLE OF THE POST OFFICE

The Post Office has no legal authority to interfere with ordinary business carried out by mail. Certain mailings, however, are offences under the Criminal Code of Canada. These include the mailing of immoral or pornographic material, fraudulent or false advertising, or any article containing schemes to defraud the public. The Post Office investigates complaints about the objectionable use of mails and can discontinue mailing privileges where there is evidence of illegal use.

Any individual has the privilege of refusing mail sent to his home. Just mark it "refused," sign it, and return it to the Post Office. It is entirely up to the consumer whether or not to accept unsolicited mail.

ADVERTISING BY MAIL

Mailed advertisements are perfectly legal, although many consider them an invasion of the privacy of their home. If you would like to receive fewer mail solicitations, write the Canadian Direct Mail/Marketing Association at 405, 150 Consumers Road, Willowdale, Ontario, M2J 1P9, asking them to remove your name from all mailing lists. This will eliminate the advertisements sent specifically in your name. However, you will still receive the mail sent to every household. Remember that you can always refuse unsolicited mail.

If you object to this form of advertising or consider it a wasteful use of paper products, complain to the advertiser.

UNSOLICITED GOODS AND CREDIT CARDS

Occasionally businesses send unsolicited merchandise to your home. Such goods are not free unless circumstances clearly indicate that a gift was intended (e.g., free samples). If the goods have been delivered as part of an offer to sell you may, if you do not want them, refuse the parcel at delivery or indicate to the business that they can pick it up. You are under no obligation to pay the return postage unless you open the parcel. Because use of the goods may be considered an indication of acceptance of the offer

obliging you to pay, it may not be wise to use the goods.

Although it is illegal in Alberta, occasionally unordered credit cards may be sent to your home. By signing and using the card you indicate acceptance and assume responsibility for it. If you choose not to use it, destroy the card or return it to the sender.

REMEMBER

- * Read all offers carefully.
- * You can always refuse unsolicited materials.
- * You are not required to pay for unsolicited goods merely upon their receipt. Use of such goods may, in certain circumstances, indicate acceptance of an offer of sale for such goods. It would be wiser therefore, not to use the goods.
- * Understand the conditions of acceptance of any unsolicited proposition.
- * It is illegal to send unordered merchandise by C.O.D.
- * Report any suspected misuse of the mail to the Post Office Department, Ottawa.

For further information on related topics, write for the "Mail Order Buying" and "Record and Book Buying Clubs" Tip Sheets.

"Consumer Education Publications," a complete list of Tip Sheets and other publications free from Alberta Consumer and Corporate Affairs, is available by writing to Box 1616, Edmonton, Alberta, T5J 2N9.

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VACATION PLANNING

One of the secrets of a satisfying vacation is careful pre-planning. Consider the following.

FINANCING YOUR TRIP

As a general rule, credit should never be used for items that will be consumed before they are paid for - such as vacations. Having to scrimp for months afterward takes the joy out of holiday memories. By using credit, you will pay more for your trip when interest charges are considered. Use credit for convenience during your trip but pay off the entire bill when it comes due.

Vacation expenses should be included in your monthly budget.
Estimate the cost of the holiday to determine how much you should put aside each month. While you are away from home, you will be free of some regular expenses: the home grocery bill, regular entertainment expenses, and some expenses associated with your work. This money will add substantially to your vacation fund.



"I just figured it out. Your tan's costing me \$10 per square inch."

To work out a tentative budget you must have a reasonably accurate idea of what the trip will cost. Be sure to include all expenses such as:

- * transportation
- * accommodation
- * food and drinks
- * entertainment (entrance fees to attractions)
- * laundry
- * cost of boarding your pets while away
- * spending for souvenirs, gifts, camera film
- * exchange on foreign currency
- * gratuities or tips

You may have to do a little research to work out your expenses or to find out more about your destination. Here are helpful sources of information:

- * provincial and state tourism offices
- * automobile associations
- * oil companies
- * libraries and book stores
- * travel agents

TRAVEL AGENTS AND PACKAGE TOURS

Travel agents can provide a wealth of information on such things as package tours, off-season rates, passports, foreign currency, weather and local customs.

Most of the travel agents' services are free; they make their commissions from airlines and hotels. However, some agents may charge for long distance phone calls, telegrams or other expenses necessary in arranging your trip.

An incompetent or unethical travel agent can cause you a lot of problems. Be sure that you are dealing with a reputable firm, especially if you must pay all or part of the cost in advance.

* Check the agent's reputation with friends or your local Better Business Bureau or Chamber of Commerce.

* Look for an agency that is a member of ACTA - Alliance of Canadian Travel Associations; members adhere to a code of ethics.

Most package tours are available only through travel agencies. Your travel agent should be able to tell you exactly what is included in a package tour. Usually the flight, hotel, and transfer to the hotel are included. Some may include meals or entrance fees to certain attractions. A guide, who escorts groups of tourists throughout the trip, or a "host", who can help with any problems but leaves the traveller on his own to see the sights, is sometimes provided. Having a guide who knows the area can be a big advantage, especially in a country where English is not spoken.

Find out what to expect before you leave home and get it in writing. In most cases, tour arrangements and travel reservations are paid for in advance and are non-refundable. For a small cost cancellation insurance is available. Ask your travel agent about it.

If you are travelling outside Canada, check whether your medical coverage will be sufficient to cover any emergency that might arise. You might be well advised to arrange for additional coverage for the duration of your trip through Alberta Blue Cross or an insurance agency. Alberta Health Care covers Albertans travelling out of the province for the amount that comparable medical attention would cost in Alberta. However, since medical costs are much higher in many other countries, Alberta Health Care may be inadequate.

Once home again, let your travel agent know how the trip went. If you encountered problems, try to settle them with the agent. If they are uncooperative, complain to ACTA at 130 Albert Street, Suite 1207, Ottawa, Ontario, K1P 5G4 or your local Better Business Bureau. As a last resort, Alberta Consumer and Corporate Affairs may be able to help.

MONEY IN TRANSIT

Smart travellers are careful about handling their money. Carrying cash is risky, but a certain amount is necessary for small purchases. If you will be travelling in a foreign country, carry some local currency. You can

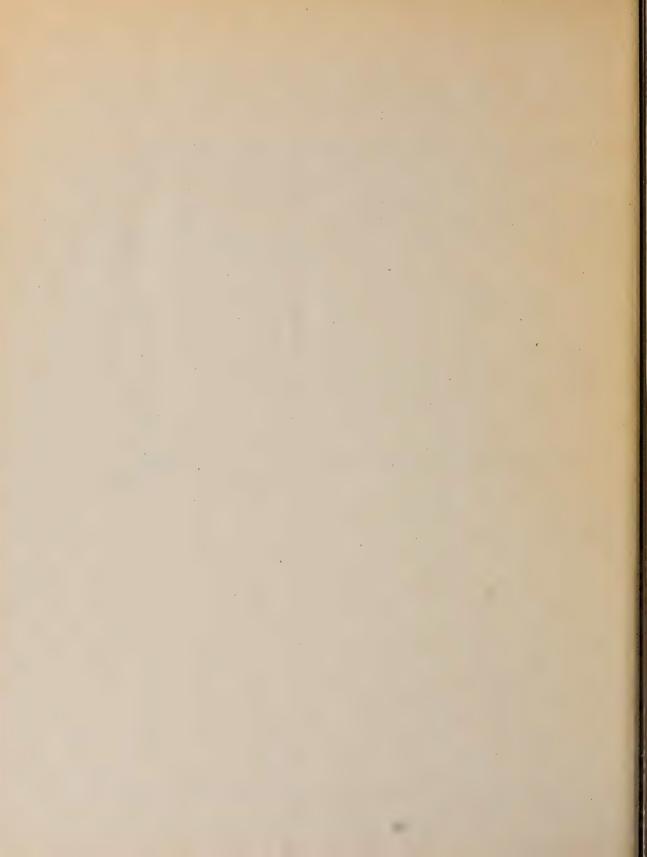
purchase it at a local bank before you leave home or, if you prefer, most international airports have banks for currency exchange.

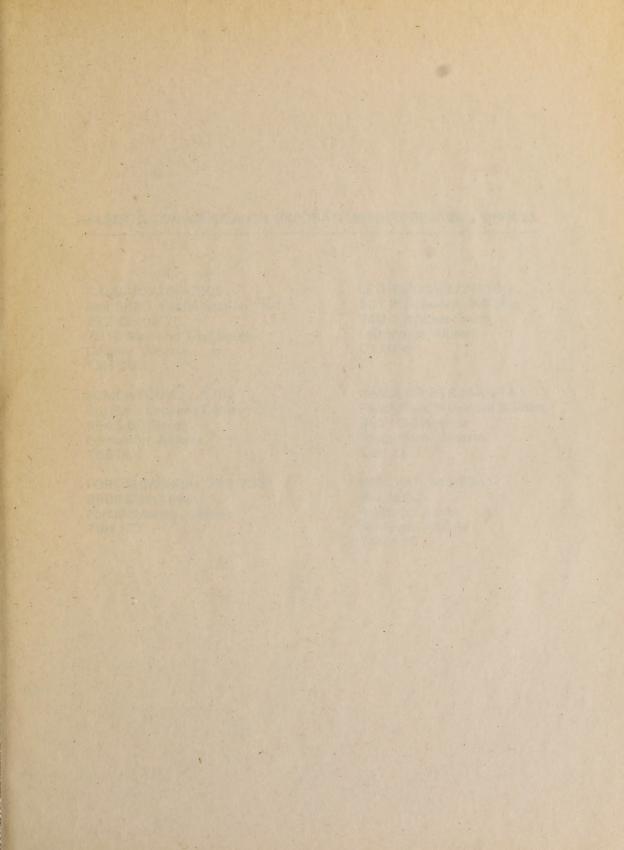
Traveller's cheques are accepted as widely as cash in many places, particularly in tourist oriented areas. Available at a cost of 1% of cash value, they can be replaced if lost or stolen. When using traveller's cheques, carry the following items in a safe place separate from the cheques themselves: the original receipt, the list of serial numbers, and a record of the cheques that have been cashed.

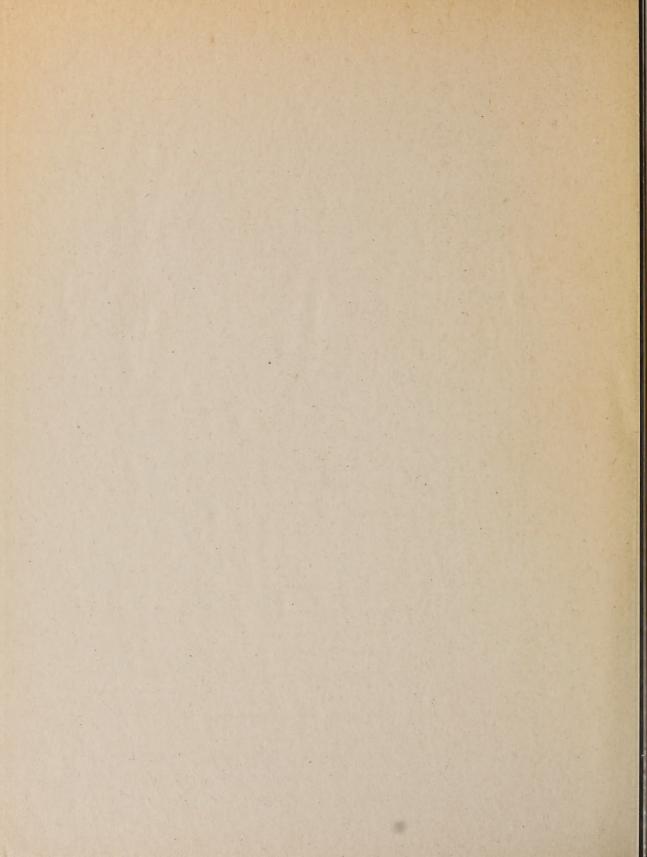
Credit cards can be helpful to the traveller. However, even the most well known all-purpose credit cards are not honored everywhere. Before leaving home, contact your credit card company to find out if the card is widely accepted at your destination. Carry the phone number of the company with you so that you can report a missing card immediately. Personal cheques are rarely accepted away from home--although they may help in the event of an emergency.

REMEMBER, careful planning and consideration of these matters can contribute to a satisfying vacation.









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